

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-0801
Introduction Date	4/14/21
Enactment Number	21-0577
Enactment Date	4/14/2021 If

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Lisa Grant-Dawson, Chief Business Officer  
Kimberly Raney, Executive Director of Transportation & Logistics  
Rosaura Altamirano, Senior Manager, Supply Chain & Logistics

**Meeting Date** April 14, 2021

**Subject** Resolution No. 2021-0050 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Lakeshore Learning Properly Entered Into San Diego Unified School District

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**Ask of the Board** Adoption of Resolution No. 2021-0050 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Lakeshore Learning Properly Entered Into San Diego Unified School District

**Background** Public Contract Code section 20188 allows OUSD to “piggyback” on an existing contract without OUSD needing to separately bid the contract so long as (i) the contract was properly bid, awarded, executed, and approved and (ii) the Board determines that it in the best interest of the District.

**Discussion** San Diego Unified School District (“SDUSD”) issued an RFP for classroom science, technology, engineering, art, and math supplies. Lakeshore Learning submitted a bid and was awarded the contract (“Lakeshore Learning Contract”).

The Resolution finds that the Agreement was properly bid, awarded, executed, and approved and further declares that piggybacking on the Lakeshore Learning Contract is in the best interest of the District. The Resolution then accepts the offer of contract with Lakeshore Learning pursuant to the same terms and conditions found in the Agreement, up to a fiscal year not-to-exceed amount of \$1,300,000 through January 8, 2022,

and approves the associated Piggyback Agreement. Under the Piggyback, the District will benefit from a 6% discount (among other benefits).

**Fiscal Impact**

Up to \$1,300,000 each fiscal year from various District-wide accounts.

**Attachment**

- Resolution No. 2021-0050 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Lakeshore Learning Properly Entered Into San Diego Unified School District
- Piggyback Agreement Between Lakeshore Learning and Oakland Unified School District

**RESOLUTION OF THE  
BOARD OF EDUCATION OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT**

**Resolution No. 2021-0050**

**Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With  
Lakeshore Learning Properly Entered Into San Diego Unified School District**

**WHEREAS**, Public Contract Code section 20118 (“section 20118”) permits a school district, “without advertising for bids,” to contract with “any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor” if the school Board determines it to be in the “best interests of the district”;

**WHEREAS**, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency “under the same terms that are available to the public corporation or agency under the existing contract”;

**WHEREAS**, San Diego Unified School District (“SDUSD”) solicited bids for classroom science, technology, engineering, art, and math supplies;

**WHEREAS**, the bid solicitation included the following cooperative purchasing language in Sections 10 – Cooperative Purchasing/Other Agencies:

*Other public school districts or public agencies in the State of California may wish to utilize any resultant contract and purchase identical items at the same prices pursuant to the same terms and conditions per §20118 and §20652 of the California Public Contract Code. Other public agencies in the state of California may purchase the products and goods under the contract pursuant to the same terms and conditions if it is deemed to be in their best interest. The successful Bidder is requested to make these items and prices available to these public agencies; however, the estimated quantities in this bid do not reflect or guarantee any quantities or usage by these agencies. If the successful Bidder elects to supply these agencies, it shall supply any or all items to them over and above the quantities estimated herein. If so, San Diego Unified School District requires that each school district or other public agency work directly with the successful Bidder. San Diego Unified School District assumes no responsibility for any contractual relationship established by another public agency. Under no circumstances shall San Diego Unified School District be considered a dealer, agent, sponsor, or any other representative of the Bidder and is not responsible for the certification of any participating district or public agency;*

**WHEREAS**, Lakeshore Learning submitted a bid and was awarded the contract on or about January 22, 2019 (“Agreement”); and

**WHEREAS**, the Lakeshore Learning Contract expires January 8, 2022.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education (“Board”) finds that the Agreement was properly bid, awarded, executed, and approved based on the representations of Lakeshore

Learning and SDUSD and the documentation provided to OUSD by the same, all of which are incorporated herein by reference; and

**BE IT FURTHER RESOLVED**, the Board declares that it is in the best interest of the District to contract with Lakeshore Learning and hereby accepts the offer of contract with Lakeshore Learning pursuant to the same terms and conditions found in the Agreement up to a fiscal year not-to-exceed amount of \$1,300,000 through January 8, 2022, and approves the Piggyback Agreement with Lakeshore Learning.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this 14th day of April, 2021, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, Gary Yee, Clifford Thompson, Vice President Benjamin "Sam" Davis, and President Shanthi Gonzales

NOES: VanCedric Williams and Mike Hutchinson

ABSTAINED: None

RECUSED: None

ABSENT: Samantha Pal (Student Director) and Jessica Ramos (Student Director)

### **CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on 14th April, 2021.

Legislative File	
File ID Number:	21-0801
Introduction Date:	4/14/21
Enactment Number:	21-0577
Enactment Date:	4/14/2021 lf
By:	



Shanthi Gonzales  
President, Board of Education



Kyla Johnson Trammell  
Secretary, Board of Education



## PIGGYBACK AGREEMENT

This Piggyback Agreement (“Piggyback”) is entered into this 15th day of April, 2021 (“Effective Date”) by and between the Oakland Unified School District (“OUSD”) and Lakeshore Equipment Company dba Lakeshore Learning Materials (“VENDOR”, together with “OUSD,” “PARTIES”).

WHEREAS, VENDOR is part of and subject to that certain Bid/Agreement #GD19-0545-03 Classroom Science, Technology, Engineering, Art, and Math (STEAM) Supplies (“Agreement”) by and between VENDOR and the San Diego Unified School District;

WHEREAS, VENDOR wishes to provide to OUSD with products and/or services subject to the Agreement and as set forth herein;

WHEREAS, OUSD desires to obtain such products and/or services from VENDOR subject to the Agreement and as set forth herein;

WHEREAS, Public Contract Code section 20188 allows OUSD to “piggyback” on an existing contract without OUSD needing to separately bid the contract so long as (i) the OUSD Board of Education determines that it in the best interest of the District and (ii) the contract was properly bid, awarded, executed, and approved; and

WHEREAS, the OUSD Board of Education has determined that it in the best interest of OUSD to piggyback on the Agreement and VENDOR represents that the Agreement was properly bid, awarded, executed, and approved.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the PARTIES agree as follows:

1. Incorporation. This Piggyback incorporates herein by reference the Agreement as if fully set forth herein and gives the Agreement thereto full force and effect as between OUSD and VENDOR.
2. Pricing. VENDOR agrees to supply to OUSD those products and services as set forth in the Agreement. The compensation under this Piggyback shall not exceed \$1,300,000.00.
3. Term and Termination. This Piggyback will be effective for the Term as set forth in the Agreement. Either party may terminate this Piggyback without cause by providing the other party with thirty (30) days prior written notice.
4. Payment Terms. VENDOR shall submit to OUSD on a monthly basis an invoice for all purchases. Invoices are due sixty (60) days from the date of invoice. VENDOR shall have the right to establish the credit limit of OUSD and VENDOR shall have the right to lower such credit limit or refuse to ship any orders if at any time; (a) OUSD is delinquent in making

payments to VENDOR, or (b) in VENDOR's reasonable opinion, OUSD's credit standing becomes impaired or reasonably unsatisfactory to VENDOR.

5. Notices. All notices, requests, demands, and other communications under this Piggyback shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

*If to VENDOR:*

Lakeshore Learning  
Materials  
2695 E. Dominquez St.  
Carson, CA 90895  
Attn: Mike Duong

*With a copy to:*

Lakeshore Learning  
Materials  
2695 E. Dominquez St.  
Carson, CA 90895  
Attn: Office of the General Counsel

*If to OUSD:*

Oakland Unified School District  
1000 Broadway, Suite 300  
Oakland, California 94607  
Attn: Procurement

*With a copy to:*

Oakland Unified School District  
1000 Broadway, Suite 300  
Oakland, California 94607  
Attn: Office of the General Counsel

6. W-9 Form. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
7. All Documents Publicly Posted. This Piggyback, its contents, and all incorporated documents are public documents and/or will be made available by OUSD to the public online via the Internet.
8. Incorporation of Recitals and Exhibits. Any recitals and exhibits referenced in or attached to this Piggyback are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Piggyback, the terms and provisions of this Piggyback shall govern.
9. Litigation. This Piggyback shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Piggyback.
10. Signature Authority. Each PARTY has the full power and authority to enter into and perform this Piggyback, and the person(s) signing this Piggyback on behalf of each PARTY has been given the proper authority and empowered to enter into this Piggyback.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Piggyback and to be bound by its terms and conditions:

VENDOR

Name: Mike Duong Signature: 

Position: Director of Commercial Sales Date: 4/6/2021

OUSD

Name: Shanthi Gonzales Signature: 

Position: President, Board of Education Date: 4/15/2021

- ☐ Board President
- ☐ Superintendent
- ☐ Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 4/15/2021

October 20, 2020

Oakland Unified School District  
ATTN: Rosaura Altamirano  
1000 Broadway St., Ste 450  
Oakland, CA 94607

RE: San Diego Unified School District Piggyback Bid

Dear Ms. Altamirano and Oakland Unified School District Staff,

Lakeshore is pleased to invite Oakland Unified School District to utilize our awarded bid with San Diego Unified School District for Bid #GD19-0545-03 Classroom Science, Technology, Engineering, Art, and Math (STEAM) Supplies, which permits piggybacking. Below is the information for this bid, and attached is Lakeshore's executed contract agreement and original bid submission for your records. Please be sure to reference the bid number on your purchase orders to receive the discount and freight terms.

Agency Name:	San Diego Unified School District
Bid/Agreement Number & Name:	Bid #GD19-0545-03 Classroom Science, Technology, Engineering, Art, and Math (STEAM) Supplies
Terms:	6% Discount, no minimum purchase amount / Free freight, no minimum purchase amount on all orders shipping to one location within the contiguous U.S.
Expiration Date:	1/8/2022

Please let me know if you have any questions. We appreciate Oakland Unified School District's continued partnership with Lakeshore.

Sincerely,



Malissa Ramos  
Bid Analyst  
Lakeshore Learning Materials



## **AGREEMENT**

**THIS AGREEMENT** is entered by and between the **San Diego Unified School District**, (“District”) a public school district formed and operating pursuant to the laws of the State of California and **Lakeshore Equipment Company dba Lakeshore Learning Materials**, (“Vendor”) a S-Corporation whose primary place of business is located at 2695 E. Dominguez Street, Carson, CA 90895, (together sometimes referred to as the “Parties”) as of January 9, 2019.

**WITNESSETH**, that the District and the Vendor in consideration of the mutual covenants contained herein agree as follows:

1. **Goods Provided.** Vendor shall perform and provide all goods as prescribed and required by the Instructions to Bidders, Bid Proposal Form, Quotation Sheet(s), General Conditions, Specials Conditions, Specifications and all other documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

### **BID NO. GD19-0545-03**

#### **Classroom Science, Technology, Engineering, Art and Math (STEAM) Supplies**

2. **Contract Term.** The term of this Agreement shall commence upon Board of Education approval and continue through **January 8, 2022** and any authorized renewal terms. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement and any renewal terms. This Agreement shall not expire until all goods under Purchase Orders issued are completed, accepted, and paid for by the District.
3. **Compensation.** District hereby agrees to pay Vendor a sum not to exceed **One Million Three Hundred Thousand Dollars (\$1,300,000.00)** notwithstanding any contrary indications that may be contained in Vendor’s Quotation Sheet(s), incorporated herein by reference. The District’s payment of the Contract Price shall be in accordance with the Contract Documents. District shall pay Vendor for goods received pursuant to this Agreement at the time and in the manner set forth in herein. The payments specified herein shall be the only payments from District to Vendor for goods received pursuant to this Agreement. Vendor shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District, Vendor shall not bill District for duplicate orders.
4. **Non-Funding.** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

## **5. Insurance Requirements.**

All policies of insurance required hereunder shall be issued by an insurer authorized to issue insurance under the laws of the State of California and who at the time of issuance of a policy of insurance is rated at least A-: VII, by A.M. Best Key Rating.

**1.0 Workers' Compensation.** Vendor shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the District's Risk Manager. The insurer, if insurance is provided, or the Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

### **2.0 Commercial General and Automobile Liability Insurance.**

**2.1 General requirements.** Liability and Automobile carriers shall possess a current Best's Key Rating of A Minus (A-), VII or better. The Vendor shall maintain during the life of this contract Broad Form Comprehensive General Liability and Property Damage Insurance, including coverage for Products and Completed Operations, sufficient to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from or related in any way to operations under this contract.

2.1.1 Commercial General Liability (including operations, property damage, products, and completed operations)

2.1.2 Automobile Liability including Owned, Non-owned, Hired vehicles: Consultant/Professional, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, combined single limits coverage for risks associated with the work contemplated by this Agreement.

2.1.3 If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.1.4 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering

comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

2.1.5 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy.

2.1.5.1 The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2.1.5.2 Any failure of Vendor to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

### **3.0 All Policies Requirements.**

**3.1 Acceptability of Insurers.** All required coverages must be provided by insurers licensed to conduct business in the State of California and rated “A-, VII” or better by the current Best’s Key Rating Guide. Non-admitted carriers must be included on the most recent California List of Accepted Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.

**3.2 Verification of Coverage.** Certificates of Insurance shall be filed with the District’s Strategic Sourcing and Contracts Department. The District reserves the right to require complete copies of all required insurance policies at any time. Vendor shall provide, upon District request, complete copies of all policies delivered to Vendor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Vendor’s performing under the specifications of the contract, it shall not waive the Vendor’s obligation to provide them.

**3.3 Notice of Reduction in or Cancellation of Coverage.** Certificates of Insurance shall include the following clause: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Diego Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.” Certificates of Insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

**3.4 Additional Insured; Primary Insurance.** District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Vendor, including the insured’s general supervision of Vendor; products and completed operations of Vendor, as applicable; premises owned, occupied, or used by Vendor; and automobiles owned, leased, or used by the Vendor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that

no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

**3.5 Deductibles and Self-Insured Retentions.** Vendor shall disclose to and obtain the approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Vendor may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Vendor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**3.6 Variation.** The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

**4.0 Remedies.** In addition to any other remedies District may have if Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Vendor's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Vendor to stop work under this Agreement or withhold any payment that becomes due to Vendor hereunder, or both stop work and withhold any payment, until Vendor demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

The minimum amounts of such insurance shall be as hereinafter set forth.

**5.0 Minimum Limits of Insurance:**

1. General Liability (Products/Completed Operations):  
\$2,000,000 per occurrence/\$4,000,000 aggregate
2. Auto Liability (Comprehensive Form, Owned, Non-Owned, Hired)  
\$1,000,000 per accident

- 6. Indemnity and Responsibilities.** To the fullest extent allowable by law, Vendor will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information

which might be obtained by Vendor during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

**6.1 Selection of Defense Counsel.** If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Vendor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

**6.2 Payment of Judgment.** In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Vendor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

**6.3 Indemnification Limitations.** The foregoing obligation(s) of Vendor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Vendor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Vendor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Vendor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Vendor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

**6.4 Liability for Employment Related Obligations.** In the event that Vendor or any employee, agent, or subcontractor of Vendor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the California State Teachers Retirement System to be eligible for enrollment as an employee of District, Vendor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Vendor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

**6.5 Civil Code Exclusions.** Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Vendor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**6.6 Tender of Defense and Indemnity.** The Vendor's obligation to defend and indemnify shall not be excused because of the Vendor's inability to evaluate liability or because the Vendor evaluates liability and determines that the Vendor is not liable to the claimant. The Vendor must respond within 30 days to the tender of any claim for defense and indemnity by the District. If the Vendor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Vendor under

and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Vendor accepts or rejects the tender of defense, whichever occurs first.

**6.6 Survival.** The terms of this section 6 shall survive termination of this Agreement.

**7. Governing Law.** The laws of the State of California shall govern this Agreement.

**8. Employee Fingerprint Verification; Barriers; Employee Surveillance**

At all times when a Site is used or occupied for academic purposes or for other school related functions, no employee or independent contractor to the Contractor or any Subcontractor shall be permitted access to the Site or to perform any Work at the Site unless: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code §45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code §45122.1 and has no criminal felony proceedings (as defined in Education Code §45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him. The provisions of Education Code §45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this paragraph when a Site is being used or occupied for academic purposes or other school related functions. At all other times during the Work, as appropriate, or as directed by the District, to limit contact between workers performing the Work and students and for the safety of students, the Contractor shall: (i) erect a physical barrier around the Work to limit contact between students and the individuals performing Work; or (ii) designate an employee of the Contractor and require each Subcontractor to designate an employee who shall be responsible for the continuous monitoring and supervision of the other employees of the Contractor and Subcontractors, provided that the employees designated for such monitoring and supervision has submitted her/his fingerprints to the Department of Justice under Education Code §45125.1 for verification that she/he has not been convicted of a felony and does not have any criminal proceeding pending against her/him and the Contractor/Subcontractor employee has submitted a Fingerprint Certification attesting to such Department of Justice fingerprint verification and the absence of criminal convictions or pending criminal proceedings. The responsibility for complying with the requirements of Education Code §45125.2 rests solely with the Contractor; the District will not designate any District personnel for surveillance of the Contractor's employees under Education Code §45125.2(a)(3).

**9. Vendor's Conduct on District Property**

- 9.1. All District sites are drug-free, alcohol-free, tobacco-free facilities and the use or consumption of the aforementioned anywhere on District property is strictly prohibited.
- 9.2. There shall be no loud or profane language or other noise considered by the District to be disruptive to a learning environment.

- 9.3. Obscene signs, pictures or logos shall not be permitted on any equipment used on District property or clothing worn on District property.
- 9.4. Vendor shall check in with site administrator upon arrival at District site.
- 9.5. Vendor shall ensure that their employees conduct themselves in a professional manner and dress appropriately for a school environment.
- 9.6. Use of student restrooms *for any reason* is prohibited.
- 9.7. Vendor shall adhere to parking regulations or make arrangements with the site administrator to facilitate the delivery of goods.

In the event of any violation of the above items, the District reserves the unconditional right to have Vendor or Vendor's employees removed from District property and permanently barred from providing any service

- 10. Method of Payment and Invoicing.** Vendor will be paid upon receipt and acceptance of goods specified by Purchase order. For payment, invoices shall be submitted to:

SAN DIEGO UNIFIED SCHOOL DISTRICT  
Accounts Payable Department  
4100 Normal Street Room 3141  
San Diego, CA 92103-2682  
and  
[apinvoices@sandi.net](mailto:apinvoices@sandi.net)

Each invoice must reference Bidder's awarded Contract No. and assigned Purchase Order Number.

- 11. Electronic Signature.** Vendor consents to conducting transactions for this Agreement via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by the District.                      (Initials).

**11.1** Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1- 1633.17), Vendor agrees to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent of my handwritten signature. Vendor further agrees that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to the Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. Vendor agrees that the transactions conducted electronically relating to this Agreement shall be binding upon me.

**11.2** Vendor agrees that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Vendor understands that the District may suspend, terminate, or revoke the electronic signature in its reasonable discretion.

**11.3** Vendor will use the electronic signature to establish identity and sign electronic documents and forms relating to the Agreement and Amendments. Vendor is solely responsible

for protecting the electronic signature. If Vendor suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then Vendor will immediately notify the Strategic Sourcing and Contracts Officer or his/her designee and request that the electronic signature be revoked. Vendor will then immediately cease all use of the electronic signature. Vendor agrees to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

**12. Termination.** The District shall have the right to terminate this Agreement and/or any Purchase Order(s) or any part thereof at any time following 30 days written notice:

1. **For Convenience** – The terms of this subparagraph shall not limit or affect the right of the District to cancel /terminate this contract and/or any Purchase Orders for Cause and shall not apply to a breach of contract. In case of termination by District of all or any part of this Order and/or any Purchase Order(s) without cause, Vendor shall submit all claims for amount due from the District within thirty (30) days after the effective date of cancellation/termination. Vendor shall maintain complete and accurate records to support Vendor's claimed costs. Such records shall be available for verification through audit and analysis by the District. The District's maximum liability shall be limited to the following:
  - a. In no event shall Vendor be entitled to any amount above monies paid and/or owed for work performed up to the date of the termination notice.
  - b. Vendor shall have no claim for any damages, or loss of profit, arising out of any termination for convenience.
2. **For Default** — The District may by written notice to Vender, without prejudice to any other rights or remedies provided under this Contract, by law or in equity, terminate this contract and/or any Purchase Order(s) in whole or in part for any of the following circumstances:
  - a. If Vendor has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
  - b. If Vendor fails to perform the work/service or deliver the good(s)/item(s) in accordance with the statement of work, scope, performance requirements or delivery schedules specified herein or any extension thereof;
  - c. If Vendor: 1) fails to perform any of the other terms of this contract; or 2) fails to make progress as to endanger the performance of this contract in accordance with its terms, and in either of the two circumstances enumerated in 1(a) or 1(b) above, does not cure such failure within a period of ten (10) calendar days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure. In the event the District terminates this contract in whole or in part as provided in this 1 above, the District may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Vendor shall be liable to the District for any excess costs, reasonably incurred for such similar supplies or services.

**13. Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties and approved by District's governing board.

**14. The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents, and any other



documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

Instructions to Bidders	Bid Proposal
Non-Collusion Declaration	Sample Agreement
References	Prompt Payment Form
Drug-Free Workplace Certificate	General Conditions
Special Conditions	Specifications
Bid Addenda No. 1	Quotation Sheet(s)

## **15. Keeping and Status of Records.**

**15.1 Vendor's Books and Records.** Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for goods or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Vendor under this Agreement.

**15.2 Inspection and Audit of Records.** Any records or documents that Section 12.2 of this Agreement requires Vendor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000,00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

**15.3 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** If this Agreement was procured through a Request for Proposals (RFP) or Invitation to Bid (ITB) issued by the District, all documents submitted in response to the RFP or ITB become the exclusive property of the District. At such time as the District selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Vendor and plainly marked as "Business Secret" or "Trade Secret." Any proposal that contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

The District shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Vendor has not plainly marked it as a "Trade Secret" or "Business Secret" or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Vendor agrees to indemnify, defend and hold harmless the District, its agents and employees, from any judgment, fines, penalties, and award of attorney's fees awarded against the District in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the District's award of the any subsequent agreement. In submitting a proposal, Vendor agrees that this indemnification survives

as long as the trade secret information is in the District's possession, which includes a minimum retention period for such documents.

16. **District Representative.** This Agreement shall be administered by Sheryl Hauser, Senior Buyer. All daily operational correspondence shall be directed to or through the District Representative or his or her designee(s).
17. **Integration.** This Agreement, including exhibits, represents the entire and integrated agreement between District and Vendor and supersedes all prior negotiations, representations, bids or agreements, either written or oral.
18. **Exhibits.** This Agreement includes the following exhibits, all of which are incorporated into the Agreement as if fully set forth herein:
  - Exhibit A:** Quotation Sheet(s)
  - Exhibit B:** Vendor's Certificates of Insurance
19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**20. Notices.** Written contract notices shall be addressed as follows:**To District:**

Andrea R. O'Hara, M.A.  
 Strategic Sourcing and Contracts Officer  
 2351 Cardinal Lane, Building M  
 San Diego, CA. 92123  
 (858) 522-5808 - Phone  
[dgiolzetti@sandi.net](mailto:dgiolzetti@sandi.net)

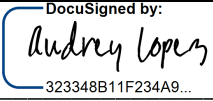
**To Vendor:**

Audrey Lopez  
 Lakeshore Learning Materials  
 2695 E. Dominguez Street  
 Carson, CA 90895  
 Tel: (800) 421-5354 - Phone  
[biddept@lakeshore.com](mailto:biddept@lakeshore.com)

**21. Entire Agreement.** This Agreement and the Bid Proposal documents constitute the entire Agreement between the Parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of this Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions. In the event there is a conflict in this Agreement, the order of precedent for remedy is this Agreement, Bid Addenda, Bid Proposal.

**22. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Vendor is/are duly and fully authorized to execute this Agreement on behalf of Vendor and to bind the Vendor to each and every term, condition and covenant of the Contract Documents.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the District and the Vendor as of the date set forth above.

Lakeshore Equipment Company dba Lakeshore Learning Materials	San Diego Unified School District
By:  323348B11F234A9... Audrey Lopez Bid Analyst 2695 E. Dominguez Street Carson, CA 90895 Tel: (800) 421-5354 Email: <a href="mailto:biddept@lakeshorelearning.com">biddept@lakeshorelearning.com</a>	By: _____ Andrea R. O'Hara, M.A. Strategic Sourcing and Contracts Officer 2351 Cardinal Lane, Building M San Diego, CA 92123 Tel: (858) 522-5808 E-mail: <a href="mailto:dgiolzetti@sandi.net">dgiolzetti@sandi.net</a>
December 10, 2018	
Date: _____	Date: _____

APPROVED AS TO FORM	Approved in a public meeting of the Board of Education of the San Diego Unified School District on
Date: _____	Date: _____
Kimberly A. Chapin, Assistant General Counsel II SAN DIEGO UNIFIED SCHOOL DISTRICT	Marty Stultz, Board Action Officer San Diego Unified School District Board of Education

### Exhibit A Quotation Sheet(s)

		LOT ONE (1)	Lakeshore
<u>LOT NUMBER</u>	<u>BID ITEM NO.</u>	<u>CATALOG CATEGORY</u>	<u>% DISCOUNT</u>
1	1	Science	6
1	2	Technology	6
1	3	Engineering	6
1	4	Art	6
1	5	Math	6
1	6	PreK- 7th Grade Classroom Supplemental Materials	6

		LOT ONE (2)	Lakeshore
<u>LOT NUMBER</u>	<u>BID LINE ITEM</u>	<u>BRAND/MANUFACTURER</u>	<u>% DISCOUNT</u>
2	34	Lakeshore	6

Free freight on all orders.

\*\*\*\*Exceptions\*\*\*\*

6% on all non-sale items.

**Prompt Payment Discount 1% 10 Days**

Client#: 437700

6D19-0691-03

LAKESEQUIP

DATE (MM/DD/YYYY)

6/26/2018

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

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: Nick Newell	FAX (A/C, No):
	PHONE (A/C, No, Ext): 949-425-7312	
	E-MAIL ADDRESS: Nick.Newell@MarshMMA.com	
INSURED Lakeshore Equipment Company 2695 E. Dominguez Street Carson, CA 90895	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Insurance Company	NAIC # 19682
	INSURER B: Sentry Casualty Company	28460
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## 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 SUBR INSR 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 \$10K (Prem Liab) <input checked="" type="checkbox"/> SIR \$500K All Other GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		72EC50F7567	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		72UUNVK0890	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
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 <input checked="" type="checkbox"/> Y	901691002	07/01/2018	07/01/2019	<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

San Diego Unified School District, its Board of Education, and its officers, officials, employees,  
(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

San Diego Unified School District 2351 Cardinal Lane, Building M (West Door) San Diego, CA 92123-0000	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 
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GD19-0691-03

**DESCRIPTIONS (Continued from Page 1)**

consultants and volunteers are named as additional insured, where required by written contract, per the attached. This insurance is primary and non-contributory.



## Agenda Item Details

Meeting	Jan 22, 2019 - Regular Meeting, 5:00 p.m.
Category	I. Superintendent's Consent Agenda
Subject	35. Ratification of Agreements with Multiple Vendors to Continue to Purchase Materials, Equipment, and Chemicals that are Below the California Public Purchasing Threshold to Support Classroom Instruction; BUDGETED: YES, VARIOUS SITE IDENTIFIED FUNDS
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	4,038,700.00
Budgeted	Yes
Budget Source	Various Site Identified Funds

**RECOMMENDATION:** Ratify Agreements with multiple vendors to continue to purchase materials, equipment, and chemicals that are below the California Public Procurement threshold to support classroom instruction (GD19-0684-03, GD19-0685-03, GD19-0686-03, GD19-0687-03, GD19-0688-03, GD19-0689-03, GD19-0690-03, **GD19-0691-03**, GD19-0692-03, GD19-0693-03, GD19-0694-03, GD19-0695-03, GD19-0696-03). The term of each of the Agreements is January 8, 2019 through January 7, 2022.

**FISCAL IMPACT:** Total amount not-to-exceed: \$4,038,700.00, during the three-year term of all Agreements ending January 8, 2022. Budget string: Various site identified funds.

**PRIOR YEAR FISCAL IMPACT:** For the period January 1, 2016 through December 31, 2018: \$5,000,000.00.

**IMPACT TO DISTRICT STAFFING:** None.

**CONSULTATION WITH BOARD ADVISORY COMMITTEE:** Not applicable.

**BACKGROUND:** On November 9, 2018, bids were solicited to continue to provide firm and fixed percentages off catalog pricing for the purchase of materials, equipment and chemicals to support classroom instruction. Thirteen bids were received.

The thirteen bidders who were responsive and responsible bidders are: Acorn Naturalists, Blick Art Materials, Carolina Biological Supply, ETA Hand2Mind, Fisher Scientific, Kaplan Early Learning, KLM Bioscientific, **Lakeshore Learning Materials**, Nasco, School Outfitters, School Specialty, and VWR International.

Classroom materials, equipment, and chemicals are an integral part of teaching and learning throughout the District. These Agreements continue to provide the District with a diverse pool of suppliers from which to purchase materials, equipment, and chemicals to support classroom instruction.

[Originator/Contact: Andrea O'Hara, Strategic Sourcing and Contracts Officer, 858-522-5820, [aohara@sandi.net](mailto:aohara@sandi.net)]

GD19-0684-03 Acorn Naturalists.pdf (464 KB)

GD19-0685-03 Carolina Biological Supply Company.pdf (431 KB)

GD19-0686-03 Blick Art Materials , LLC.pdf (591 KB)

GD19-0687-03 ETA Hand2mind.pdf (411 KB)

GD19-0688-03 Follett School Solutions.pdf (406 KB)

GD19-0689-03 Kaplan Early Learning Company.pdf (410 KB)

GD19-0690-03 KLM BioScientific.pdf (898 KB)

GD19-0691-03 Lakeshore.pdf (421 KB)

GD19-0692-03 Nasco.pdf (397 KB)

GD19-0693-03 School Outfitters, LLC.pdf (416 KB)

GD19-0694-03 School Specialty.pdf (431 KB)

GD19-0695-03 Fisher Scientific Company, LLC.pdf (417 KB)

GD19-0696-03 VWR.pdf (466 KB)

GD19-0545-03 Bid Document 10.18.2018.pdf (521 KB)

## Workflow

### Workflow

Dec 20, 2018 2:52 PM :: Submitted by Sheryl Hauser. Routed to Andrea OHara for approval.  
 Jan 8, 2019 10:34 PM :: Approved by Andrea OHara. Routed to Kimberly Chapin for approval.  
 Jan 14, 2019 3:19 PM :: Approved by Kimberly Chapin. Routed to Drew Rowlands for approval.  
 Jan 16, 2019 2:16 PM :: Approved by Drew Rowlands. Routed to Debbie Foster for approval.  
 Jan 17, 2019 4:59 PM :: Approved by Debbie Foster. Routed to Greg Ottinger for approval.  
 Jan 18, 2019 10:37 AM :: Final approval by Greg Ottinger

Last Modified by Greg Ottinger on January 18, 2019



**20. Notices.** Written contract notices shall be addressed as follows:**To District:**

Andrea R. O'Hara, M.A.  
 Strategic Sourcing and Contracts Officer  
 2351 Cardinal Lane, Building M  
 San Diego, CA. 92123  
 (858) 522-5808 - Phone  
[dgiolzetti@sandi.net](mailto:dgiolzetti@sandi.net)

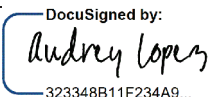
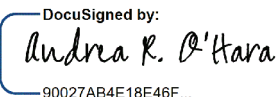
**To Vendor:**

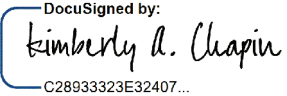

Audrey Lopez  
 Lakeshore Learning Materials  
 2695 E. Dominguez Street  
 Carson, CA 90895  
 Tel: (800) 421-5354 - Phone  
[biddept@lakeshore.com](mailto:biddept@lakeshore.com)

**21. Entire Agreement.** This Agreement and the Bid Proposal documents constitute the entire Agreement between the Parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of this Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions. In the event there is a conflict in this Agreement, the order of precedent for remedy is this Agreement, Bid Addenda, Bid Proposal.

**22. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Vendor is/are duly and fully authorized to execute this Agreement on behalf of Vendor and to bind the Vendor to each and every term, condition and covenant of the Contract Documents.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the District and the Vendor as of the date set forth above.

Lakeshore Equipment Company dba Lakeshore Learning Materials	San Diego Unified School District
DocuSigned by:  By: 323348B11F234A9...	DocuSigned by:  By: 90027AB4E18E46F...
Audrey Lopez Bid Analyst 2695 E. Dominguez Street Carson, CA 90895 Tel: (800) 421-5354 Email: <a href="mailto:biddept@lakeshorelearning.com">biddept@lakeshorelearning.com</a>	Andrea R. O'Hara, M.A. Strategic Sourcing and Contracts Officer 2351 Cardinal Lane, Building M San Diego, CA 92123 Tel: (858) 522-5808 E-mail: <a href="mailto:dgiolzetti@sandi.net">dgiolzetti@sandi.net</a>
December 10, 2018	January 28, 2019
Date:	Date:

APPROVED AS TO FORM	Approved in a public meeting of the Board of Education of the San Diego Unified School District on 1/22/19
December 11, 2018	January 24, 2019
Date: DocuSigned by:  C28933323E32407...	Date: DocuSigned by:  F5E5A5B53D1243A...
Kimberly A. Chapin, Assistant General Counsel II SAN DIEGO UNIFIED SCHOOL DISTRICT	Marty Stultz, Board Action Officer San Diego Unified School District Board of Education

### Exhibit A Quotation Sheet(s)

		LOT ONE (1)	Lakeshore
<u>LOT NUMBER</u>	<u>BID ITEM NO.</u>	<u>CATALOG CATEGORY</u>	<u>% DISCOUNT</u>
1	1	Science	6
1	2	Technology	6
1	3	Engineering	6
1	4	Art	6
1	5	Math	6
1	6	PreK- 7th Grade Classroom Supplemental Materials	6

		LOT ONE (2)	Lakeshore
<u>LOT NUMBER</u>	<u>BID LINE ITEM</u>	<u>BRAND/MANUFACTURER</u>	<u>% DISCOUNT</u>
2	34	Lakeshore	6

Free freight on all orders.

\*\*\*\*Exceptions\*\*\*\*

6% on all non-sale items.

**Prompt Payment Discount 1% 10 Days**



2695 E. Dominguez St. • Carson, CA 90895 • (800) 421-5354 • Fax (310) 537-7990  
[www.lakeshorelearning.com](http://www.lakeshorelearning.com)

November 2, 2018

San Diego Unified School District  
Strategic Sourcing and Contracts Department  
Attn: Sheryl Hauser  
2351 Cardinal Lane, Bldg. M  
San Diego, CA 92123

**RE: Bid # GD19-0545-03 for Classroom Science, Technology, Engineering, Arts and Math (STEAM) Supplies**

Dear Ms. Hauser and SDUSD Staff,

Thank you for providing Lakeshore Learning Materials the opportunity to respond to Bid #GD19-0545-03 for Classroom Science, Technology, Engineering, Arts and Math (STEAM) Supplies. 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 6th 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 San Diego Unified School District:

- 6% discount on all non-sale items from Lakeshore's catalogs, website ([www.LakeshoreLearning.com](http://www.LakeshoreLearning.com)), and retail stores (see our Local Retail Support section for your nearest store location), no minimum order is required.
- FREE shipping on all orders, no minimum order is required.
- 1% Prompt Payment Discount for San Diego City School orders paid in-full within 10 days .
- Complimentary White-Glove Delivery & Installation service on orders \$10,000 and over, shipping to one location. This service consists of:
  - Unpacking and assembly
  - Supervised classroom setup
  - Debris removal
  - Boxing and labeling orders by designated information, whether it be by classroom or by teacher

Must reference "Per Bid #GD19-0545-03" on all purchase orders to receive these terms.

**Product Warranty**

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

- **Unconditional lifetime warranty on all furniture lines, tables, chairs and cots!**
- 10-year warranty on Carpets

- 5-year warranty on Outdoor Furniture
- 5-year warranty on Trikes & Cribs
- All other items receive a full-year warranty (unless otherwise noted)

### **Product Availability and Delivery Capability**

As a company, Lakeshore is proud to have a 99% fill rate. We work very hard to keep all of our items stocked in our warehouse and available for immediate delivery. If by some chance there is a back order, we won't bill or invoice you until every item is delivered. From the day we receive your order, you will receive your materials in 4-6 working days, guaranteed. For large orders, we will work with our manufacturers to make sure we have the appropriate stock available to meet your delivery dates.

With more than 1.5 million square feet of warehouse space, we're able to keep items in stock and ready to ship. We have two state-of-the-art distribution centers located in Carson, California, and Midway, Kentucky, enabling us to serve the United States coast-to-coast! Our Carson distribution center is located at our company headquarters near the Ports of Long Beach and Los Angeles, accessible from every major trucking corridor, and our new distribution center in Midway is centrally located for all U.S. customers. Because Lakeshore is uniquely and strategically positioned geographically, our customers receive an unparalleled delivery experience.

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

- No invoice until your entire order has shipped
- Simple and hassle-free order tracking
- Custom labeling—so every item is delivered to the right classroom
- A single invoice no matter how many boxes or shipments in your order
- Personalized service from order to delivery

### **Delivery of Goods**

Lakeshore typically ships over a million boxes via UPS each year, with four to eight UPS semi-truckloads leaving our warehouses every day. We contract with five trucking companies that deliver 45,000 truckloads of materials each year to different regions across the country, and that number is growing.

Delivery Time is 4-6 business days ARO. Lakeshore is flexible and can alter delivery and installation schedules if SDUSD's schedule changes.

### **Order Procedure**

In order to meet the project delivery schedule, Lakeshore requires purchase orders within 10 business days before scheduled delivery dates.

When Lakeshore receives a purchase order from San Diego Unified School District, your dedicated Lakeshore Inside Partner Viviana will contact SDUSD to coordinate the logistics of the delivery, such as:

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

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

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

### **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!

### **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 two-letter 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 TT 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...and share with you the rigorous steps we take to ensure our products are safe.

In the 64 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. The materials must be phthalate-compliant (phthalates are sometimes found in PVC and other plastics), as well as BPA-compliant (BPA, or bisphenol A, is sometimes found in clear, hard plastics). The materials must also pass 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.

### **Safety Regulations**

Lakeshore is committed to the quality and safety of our products. All our products undergo extensive mechanical, chemical and foreseeable use tests before we offer them for sale. We certify that our

products are safe, BPA and phthalate compliant (where applicable) and of no health hazard to children. As applicable, our products meet one or more of the following mandated safety regulations:

ASTM F963  
ASTM F406 / 16CFR1220  
ASTM D4236/ LHAMA  
16 CFR 1501

Toy Safety Specification (USA)  
Non-Full-Size Crib Requirements  
Labeling of Hazardous Art Materials  
Small Part Requirements

16 CFR 1500.48-.49  
16 CFR 1500.44/1610  
CATB117  
16 CFR 1632/1633  
CPSIA / 16 CFR 1303  
CPSIA Section 101  
CPSIA Section 108 CPSC  
AB1108/ Prop 65

Sharp Point & Sharp Edge Requirements  
Flammability of Solids/Textiles  
Flammability - Upholstered Furniture  
Flammability of Mattresses  
Total Lead in Paint Requirement  
Total Lead in Substrate  
Phthalate restrictions  
State of California Phthalate restrictions

The list above is not meant to be inclusive of all tests conducted, as every product has specific additional requirements that may apply. Reliable Third Party Certified, CPSC accredited testing labs are used to test our products. In the case of products that are not required to follow specific established safety tests or guidelines, every attempt is made to incorporate a wide variety of safety features into the design of the product.

### **GREENGUARD Certification**

Lakeshore offers a variety of classroom furniture pieces that have earned GREENGUARD Certification. Many of our furniture lines (Classic Birch, Flex-Space, First Steps® and Heavy-Duty) are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality.

GREENGUARD Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System. Purchasing products that are GREENGUARD Certified helps you earn points toward LEED certification. Products on our website that feature the GREENGUARD logo are certified by the GREENGUARD Environmental Institute to comply with low emissions standards—reducing chemical pollutants and helping improve the quality of indoor air.

For a complete listing of Lakeshore's GREENGUARD Certified products, just search for the keyword "GREENGUARD" on our website. You may also request more information from Lakeshore's Customer Service Department by calling (800) 421-5354.

### **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.

### **Dedicated Staff**

**Mark Rivas, Regional Manager**

Mark is based in San Diego, California. Mark's responsibilities include personally servicing customers in his respective areas of California to ensure that each customer's needs are met and that they receive superior service and quality educational materials. You can reach Mark by phone at (619) 214-1368, by fax at (310) 537-7990, or by e-mail at [mrivas@lakeshorelearning.com](mailto:mrivas@lakeshorelearning.com).

**Bobby Hawke, Regional Vice President – West Coast**

Bobby has 7 years of experience at Lakeshore. He is responsible for managing 12 Regional Managers in the West Coast region of the United States. He ensures that all customers in his/her area are receiving the best possible service. He also has a direct role in servicing the top clients in the area. You can reach Bobby by phone at (858) 401-2485, by fax at (310) 537-7990 or by e-mail at [bhawke@lakeshorelearning.com](mailto:bhawke@lakeshorelearning.com).

Jay Dudley, Vice President – Elementary Division

Jay has over 11 years of experience at Lakeshore. He is responsible for managing Lakeshore's elementary business development efforts throughout the United States. He ensures that all customers are receiving the best possible service. He also has a direct role in servicing the top elementary clients. You can reach Jay by phone at (469) 360-1075, by fax at (310) 537-7990 or by e-mail at [jdudley@lakeshorelearning.com](mailto:jdudley@lakeshorelearning.com).

Jessica Peters, Professional Development Specialist

Jessica leads participants through professional development opportunities that model fundamental best practices—such as promoting hands-on practice, initiating high levels of child engagement, and making outcome-driven, evidence-based choices in the classroom. From early childhood through elementary, her expertise in facilitating change in the classroom has proven highly effective all across the country. You can reach Jessica Peters at (800) 421-5354, by fax (310) 537-7990, or by email at [jpeters@lakeshorelearning.com](mailto:jpeters@lakeshorelearning.com)

Viviana Gonzalez-Diaz, Inside Partner

Viviana acts as a liaison between Lakeshore and the customer to ensure open lines of communication so the customer's expectations are met and exceeded. Her responsibilities include personal account service, management of large deliveries and orders that require special handling, general sales support, and special events. You can reach Viviana by phone at (800) 421-5354, ext. 2949, by fax at (310) 537-7990 or by e-mail at [vgonzalez@lakeshorelearning.com](mailto:vgonzalez@lakeshorelearning.com).

In addition, Lakeshore's Bid Department is also available to ensure the completion of this project. Bid Manager Allyson Walker, Bid Supervisor Rafael Muro, and Bid Analyst Audrey Lopez will ensure that Lakeshore adheres to all contractual agreements and commitments, assist with renewals, and answer any questions regarding the contract. The Bid Team is available via e-mail at [biddept@lakeshorelearning.com](mailto:biddept@lakeshorelearning.com) or by phone at (800) 421-5354.

### **Local Retail Support**

San Diego Unified School District can also take advantage of our retail store located in San Diego, California (about a 10-minute drive from SDUSD). Our Store Managers and their team of 17 store associates are available to provide a seamless shopping experience! Simply provide account number #267450 and Bid #GD19-0545-03 at the register to receive contract pricing. Lakeshore is also willing to make this retail store space available to San Diego Unified School District for special events!

Lakeshore Learning Store (San Diego)  
7510 Hazard Center Drive  
San Diego, CA 92108  
Phone: (619) 297-8494

Store Hours: Monday-Friday 9:00 AM - 9:00 PM, Saturday 10:00 AM – 8:00 AM, Sunday 11:00 AM - 6:00 PM

SDUSD staff can also shop at our retail store located in San Marcos, California (about a 30-minute drive from SDUSD):

Lakeshore Learning Store (San Marcos)  
702 Center Dr.  
San Marcos, CA 92069  
Phone: (760) 504-0292

Store Hours: Monday-Saturday 9:00 AM - 8:00 PM, Sunday 11:00 AM - 6:00 PM

### **Customer Service**

We can't say it enough: Customer satisfaction is our number-one priority. As such, our Customer Service representatives are multifaceted individuals who 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](mailto:lakeshore@lakeshorelearning.com)  
Hours of Operation: Monday–Friday, 6:00 a.m.–6:00 p.m., PST

### **California Roots**

After opening our first Lakeshore Learning store in San Leandro, California, our business continues to thrive and our company's California roots remain extremely important to us. Lakeshore's corporate headquarters and distribution center are located in Carson, California – situated near both Los Angeles and Orange County. Lakeshore has 16 stores throughout Northern and Southern California to support teachers and parents in reaching their educational goals. In addition to the numerous Lakeshore employees in our local Carson headquarters, we also have over 100 team members working in our local stores who can support SDUSD if needed.

### **Relevant Experience**

Lakeshore has extensive experience working with school districts, early childhood programs (both public and private) and government agencies. Below are a few examples of the types of large orders that we skillfully and conscientiously handle on a regular basis.

- We have worked with Milwaukee Public Schools implementation of their enhanced 21<sup>st</sup> Century Classroom Learning Base Initiative by delivering STEM related materials to 227 classrooms over a four-week span. This white-glove delivery service included our installation team offloading truck, removed materials from packaging, placement of materials to designated classrooms, unpacking and assembly, and supervised classroom set-up and debris removal.
- We provided an array of developmentally appropriate STEM kits for infant/toddler, preschool/pre-K and school-age programs in San Antonio. Innovative and engaging, the kits were designed to give children a fun, hands-on introduction to STEM.
- Lakeshore is currently working directly with a large school district in central Florida on a second customized implementation program with math content, after a pedagogical change on behalf of the district. Our first project with them in 2013 was based on filling the gaps with new Florida standards and an older math adoption. This second project focuses on the same standards, but teachers are now asked to use a task based environment K-5.
- For the past two years, we have been providing the Cleveland Metropolitan School District with 4th-, 5th- and 6th-grade activity kits that are aligned to state and national standards in social studies and English language arts. The kits include customized, hands-on materials, as well as extensive teacher guides. Additionally, we offer professional development for the coaches and teachers involved in the project.



**Brief History**

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.

Two generations later, Lakeshore continues to offer the best products and service around—and we're still expanding! In addition to our growing network of over 60 retail stores, we offer two mail-order catalogs to meet the needs of parents, teachers and children worldwide. Plus, our full-service website offers instantaneous access to our catalogs as well as free activity ideas, an interactive classroom designer and much more.

**Financial Status**

The financial status of the company is excellent. The company is in very good standings with its vendors, customers and creditors. Lakeshore Learning Materials has long established relations with its major business partners (vendors, customers and creditors), and has no significant pending outstanding financial matters. Upon request, Lakeshore will provide financial statements to demonstrate Lakeshore's financial stability.

**Cooperative Purchasing**

Lakeshore is happy to invite other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, to utilize our awarded bid with SDUSD for Bid #GD19-0545-03, Classroom Science, Technology, Engineering, Art, and Match (STEAM) Supplies, which permits piggybacking. Must reference "Bid #GD19-0545-03" on all purchase orders to receive these terms.

Should you have any questions, please feel free to contact Mark Rivas at (619) 214-1368 or [mrivas@lakeshorelearning.com](mailto:mrivas@lakeshorelearning.com).

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

Sincerely,



Audrey Lopez

Bid Analyst

Lakeshore Learning Materials



**SAN DIEGO UNIFIED SCHOOL DISTRICT  
STRATEGIC SOURCING AND CONTRACTS DEPARTMENT  
2351 CARDINAL LANE, BUILDING M  
SAN DIEGO, CA 92123**

**NO. GD19-0545-03**

**Classroom Science, Technology, Engineering, Art  
and Math (STEAM) Supplies**

**ADVERTISEMENT DATES:**

**OCTOBER 18, 2018**

**OCTOBER 25, 2018**

**DOCUMENT LIST  
FOR  
CLASSROOM STEAM SUPPLIES**

**Bid Documents**

Notice to Bidders

Instructions to Bidders ..... I 1-7

**Contract Documents**

Bid Proposal .....	E 1-3
Non-Collusion Declaration .....	E 4
Drug-Free Workplace Certification .....	E 5
Prompt Payment Form .....	E 6
References .....	E 7
Sample Agreement .....	E 8-18
General Conditions .....	GC 1-5
Special Conditions .....	SC 1-6
Specifications .....	S 1-2
Exhibit A-Quotation Sheet .....	Q 1-2
Attachment 1 – Class I Chemical List of Prohibited Items .....	EA 1
Attachment 2 – Class II Chemical List of Restricted Usage Items .....	EB 1
Attachment 3 – Class III Chemical List of Approved Items .....	EC 1-2

**NOTICE TO BIDDERS**

<b>DISTRICT:</b>	<b>SAN DIEGO UNIFIED SCHOOL DISTRICT</b>
<b>DESCRIPTION:</b>	<b>CLASSROOM SCIENCE, TECHNOLOGY, ENGINEERING, ARTS and MATH (STEAM) SUPPLIES</b>
<b>DATE/TIME DEADLINE FOR SUBMITTAL OF BID PROPOSAL:</b>	<b>2:00 PM (PST) NOVEMBER 09, 2018</b>
<b>PLACE FOR SUBMITTAL OF BID PROPOSALS:</b>	<b>SAN DIEGO UNIFIED SCHOOL DISTRICT STRATEGIC SOURCING AND CONTRACTS DEPARTMENT 2351 CARDINAL LANE, BLDG. M (WEST DOOR) SAN DIEGO, CALIFORNIA 92123 ATTN: SHERYL HAUSER GD19-0545-03</b>
<b>BID AND CONTRACT DOCUMENTS AVAILABLE AT:</b>	<b>VENDORS INTERESTED IN OBTAINING A BID PACKAGE MAY GO TO WWW.DEMANDSTAR.COM.</b>
<b>ADDRESS:</b>	<b>SAN DIEGO UNIFIED SCHOOL DISTRICT STRATEGIC SOURCING AND CONTRACTS DEPARTMENT 2351 CARDINAL LANE, BLDG. M SAN DIEGO, CALIFORNIA 92123 ATTN: SHERYL HAUSER GD19-0545-03</b>

**NOTICE IS HEREBY GIVEN** that the above-named California Public School District, acting by and through its Board of Education, hereinafter “the District” will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the procurement of classroom supplies generally described as

**BID NO. GD19-0545-03**  
**CLASSROOM SCIENCE, TECHNOLOGY, ENGINEERING, ARTS and MATH (STEAM) SUPPLIES**

## INSTRUCTIONS TO BIDDERS

**BID NO. GD19-0545-03**

No Bid Proposals shall receive consideration by the San Diego Unified School District unless made in accordance with the following instructions:

### **1. SUBMITTAL OF BID PROPOSALS**

All Bid Proposals shall be submitted on forms provided by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract terms and conditions, specifications and plans (if any), incorporated herein. Only Bid Proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

### **2. MAILING OF BID DOCUMENTS**

If the Bidder should elect to use U.S. Mail or other delivery service for the delivery of his bid document, the Bidder takes full responsibility for the delivery of that document to the proper address indicated in the Notice to Bidders and before the bid opening date and time. It is incumbent on the Bidder to call the Strategic Sourcing and Contracts Department at (858) 522-5851 no later than one (1) hour prior to bid opening time to verify that his bid is received.

The Bidder must clearly identify, boldly and legibly on the outside mailing envelope, that the document enclosed is a "BID DOCUMENT: GD19-0545-03." This includes any special overnight delivery envelopes used by airmail carriers such as FedEx, Emery, etc. Failure of the Bidder to clearly identify his bid in this manner will result in rejection of his bid if it is not opened publicly at the bid opening date and time, regardless if the document was delivered to the District on time.

### **3. QUOTATIONS**

All noted percentages off discounts must be in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing quotation. No oral, telegraphic, telephone, or facsimile quotations or modifications will be accepted. Bidder must only insert a percentage discount on the Quotation Sheet(s).

#### **Lot One (1)**

Bidder shall identify the highest percentage (%) off discount catalog for each stated catalog category. More than one percentage discount inserted on the Bid Item Number shall result in the rejection of the bid. Lot One (1) may be awarded to more than one Bidder.

#### **Lot Two (2)**

Bidder shall identify the highest percentage (%) off brand/manufacture. Each Bid Line Item will be considered separately and not in combination with other Bid Line Items unless otherwise specified in the Quotation Sheet(s) by the District. Lot Two (2) will be awarded by Bid Line Item number to the vendor bidding the highest percentage (%) off brand/manufacture.

### **4. REQUESTS FOR INFORMATION**

Any questions relative to this Bid shall be in writing directed to Sheryl Hauser, Senior Buyer, no later than 3:00 p.m. (PST) on Thursday, November 01, 2018, at the E-mail address specified:

E-mail: [shauser2@sandi.net](mailto:shauser2@sandi.net)

**5. DOCUMENTS ACCOMPANYING BID PROPOSAL**

Bidder shall be required to submit with their bid the following: **NOTE: Failure to provide the required submittals may deem your bid non-responsive.**

**A. Catalogs**

The Bidder must submit a current published catalog(s) with the year and the identifying catalog number with their bid.

**B. Bid Proposal [E 1-3]**

Bid Proposals must be made on the Quotation Sheet(s) included in this Invitation to Bid along with the Bid Proposal form. All items on the form must be completed. Numbers shall be stated in figures and the signatures of all individuals must be in long hand. The completed form shall be without interlineations, alterations, or erasures.

**C. Quotation Pages [Q 1-2]****D. Sample Agreement [E 8-18]**

In addition to the Bid Proposal form, all Bidders must initial page E 14, section 11, Electronic Signatures, of the Sample Agreement included in this Invitation to Bid, and must return all pages of the Sample Agreement, to the District, together with the Bid Proposal form and completed Quotation Sheet(s).

**E. Non-Collusion Declaration [E 4]****F. Drug Free Workplace Certificate [E 5]****G. Prompt Payment Discount [E 6]****H. Reference [E 7]**

The Bidder must provide a minimum of three (3) school districts or large organizations for which Bidder has successfully performed under similar specifications specified herein. The District may not be used as a reference. The Bidder shall complete the Reference form included in this Invitation to Bid and submit with their completed bid.

**6. IDENTIFICATION OF BIDDER**

Each bid must give the full business address of the Bidder and must be signed by the Bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Bidder's failure to properly sign required forms may result in rejection of the Bid.

**7. WITHDRAWAL OF BID PROPOSALS**

Bid Proposals may not be withdrawn by any Bidder for a period of ninety (90) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals. A successful Bidder shall not be relieved of the bid submitted without the District's consent or Bidder's recourse to Public Contract Code §§5100 et seq.

**8. REJECTION OF BIDS AND WAIVER OF IRREGULARITIES**

The District reserves the right to reject any or all Bid Proposals, to contract for goods with whomever and in whatever manner the District decides, to abandon the Work entirely, and to waive any informality or non-substantive irregularity in any Bid Proposal or in the bidding as the interests of the District may require.

**9. AWARD OF CONTRACT**

Acceptance of a Bid Proposal occurs upon Award of Contract. Under Education Code §17604 the contract, if awarded, will be by action of the District's Board of Education to multiple responsible Bidders submitting a Bid Proposal to the highest percentage discount off catalog under Lot One (1) and to the highest vendor percentage discount off brand/manufacture bid line items under Lot Two (2), and in accordance with the applicable provisions of the Instructions to Bidders and the Bid Proposal form.

**10. AMENDMENTS**

The terms and conditions contained in the Notice to Bidders, Bid Proposal form, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Sample Agreement and any other document that comprises this Invitation to Bid herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued during the time of bidding shall form a part of this Invitation to Bid and shall constitute a part of the Contract Documents.

**11. MODIFICATIONS TO BID/CONTRACT DOCUMENTS**

Any modification, qualification, exception, or change made to the District's terms, instructions, conditions, specifications, or agreement shall be grounds for rejection of bid.

**12. DELIVERY OF BONDS AND CERTIFICATES, ETC.**

Unless otherwise specified herein, **the successful Bidder shall, within five (5) calendar days after notice by the District, sign and deliver "Certificate of Insurance", and other required documents.** In the event the Bidder to whom an award is made fails or refuses to deliver such documents, the District may award to the next responsible Bidder with the highest percentage discount off catalog under Lot One (1) and highest percentage discount of brand/manufacture bid line items under Lot Two (2), or may reject all bids and call for new bids.

**13. EVIDENCE OF RESPONSIBILITY**

Upon request by the District, a Bidder shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, the Bidder's experience in the type of work being required by the District, the Bidder's organization available for the performance of the contract and any other required evidence of the Bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a Bidder's responsibility to perform the proposed contract may result in rejection of the bid.

**14. QUALIFIED BIDDERS**

The District intends to solicit bids from vendors currently established in business, with the proper qualifications and experience to furnish the items called for in this Invitation for Bids. District, at its discretion, may ask for evidence in the form of dealer and/or training certifications, business license, or any other documentation the District feels will validate the Bidder's qualifications.

**15. INSPECTION OF FACILITIES**

The District reserves the right to inspect the facilities of the Bidder prior to award of the contract. If the District determines that after such inspection the Bidder is not capable of performance within the District's standards, their bid will not be considered. The findings and decisions of the District shall be final.

**16. PREVIOUS PERFORMANCE**

Bidders are advised that the District reserves the right to reject a bid from a Bidder that cannot demonstrate the ability to provide the products and services required. Service is an award factor. A Bidder's past delivery and performance practices relating to any previous or existing contracts will be examined. Bidders who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible Bidder, disqualifying the Bidder for contract award.

**17. MATERIALS/PRODUCTS REQUIREMENTS**

A binding agreement of this bid is that materials/products will be furnished as specified herein or be fully equal. Equal meaning the same or better in form, fit and function than that specified herein. Proof of equal shall be solely the burden and expense of the Bidder. Independent testing laboratory reports shall be provided if requested. The District reserves the right to determine the suitability of any offered equals and its decision shall be final.

**18. SAMPLES**

The District may require that Bidders provide samples of any Bid item offered. Samples must be furnished to the District, free of charge. Each sample provided must be clearly labeled with the Bidder's name, manufacturer's brand name and product number, and bid number. Upon request, Bidder shall provide sample within five (5) working days of notification by District. Samples shall be delivered to the San Diego Unified School District Strategic Sourcing & Contracts Department, 2351 Cardinal Lane, Bldg M, San Diego, CA 92123.

**19. MATERIAL SAFETY DATA SHEETS**

**Upon District request**, Bidder shall submit a Material Safety Data Sheet (MSDS) with each sample for any product deemed hazardous by the Occupational Safety and Health Administration (OSHA). Failure to submit an MSDS with any product deemed hazardous may result in the rejection of the bid. District will submit MSDS's to its Safety Office for approval. Approval of product(s) for which MSDS's are supplied is at the discretion of the District's Safety Office and its decision shall be final. Prior to bid opening date the District shall notify bidder(s) **only** when a MSDS is not approved by the Safety Office. Upon such notification Bidder has the opportunity to offer the item(s) specified in the bid when they submit their offer and any products offered other than those specified shall be considered non-responsive to this instruction.

**20. CATALOGS**

If required herein, Bidders shall submit a current catalog with their bid. Upon award, successful Bidders shall furnish the same catalog(s) to schools and departments throughout the San Diego Unified School District. District sites may be obtained on our website <https://www.sandiegounified.org>.



**ALL CATALOGS MUST BE CLEARLY LABELED WITH CATALOG DISCOUNTS AND FREIGHT CHARGES.**

**21. CONTAINER COSTS AND DELIVERY**

All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in the Federal, County, State and City laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

**22. PALLET CHARGES**

The District will not pay separate pallet charges. All pallets delivered to the District will be retained by the District.

**23. BID NEGOTIATIONS**

A response to any specific item of this Bid with terms such as “negotiable”, “will negotiate”, or similar, will be considered non-responsive to that specific item, or in the case of a lot award, non-responsive to the bid.

**24. TAXES**

The District will compute the State sales and use taxes. Federal excise taxes are not applicable to school districts.

**25. DISCOUNTS [INCLUDE ONLY IF DISCOUNT PAGE IS USED IN BID]**

Prompt payment discounts which the Bidder desires to provide the District must be stated clearly on the Bid Proposal form itself. Prompt payment discounts of less than ten (10) days will be considered Net 30. Prompt payment discounts, when given, will be figured from date of receipt of auditable invoices, provided complete delivery and acceptance of the order has been made. If the delivery date is later than date of receipt of invoice, the billing date will coincide with delivery and acceptance date.

Prompt Payment Discounts offered will be applied at time of payment and shall not be considered in the award calculation.

**26. METHOD OF PRICING**

Bidder **must** offer one percentage discount per Catalog Category as specified on the Quotation Sheet(s) for each category. If an item is “no percentage discount” then the Bidder must write either a zero (0) % or NPD for “no percentage discount” in the line item space. A blank space will be considered a “No Bid” for that item if the award is on an item-by-item basis, or a “No Bid” for the entire offer if the award is on a lot award basis.

Items exempt from quoted discounts shall be listed on Quotation Sheet(s) as “discount does not apply to...” (e.g. discount does not apply to items shipped directly from manufacturer, discount does not apply to item numbers colored red in catalog, discount does not apply to furniture, shipping charges will be added to items beginning with ZS, etc).

Bidders shall not restrict quotations for any item to minimum order quantities or minimum order value. **Bids qualified as to minimum order quantities or minimum order value will be rejected.**

**27. METHOD OF AWARD**

Award of contract shall be based the highest percentage discount off catalog under Lot One (1) to multiple vendors and to the highest vendor percentage discount off brand/manufacture bid line items under Lot Two (2).

**28. BIDDERS INTERESTED IN MORE THAN ONE BID; NON-COLLUSION DECLARATION**

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless special bid conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices of materials to a Bidder is not thereby disqualified from itself submitting a bid or quoting prices to other Bidders, or from submitting a Bid Proposal itself to the District. **The Non-Collusion Declaration form included in the bid documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid Proposal will render the bid non-responsive.**

**29. DRUG FREE WORKPLACE CERTIFICATE**

In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, **the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Bid Proposal.** The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful bidder to comply with the measures outlined therein may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

**30. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The Bidder is solely and exclusively responsible for employment of individuals for the work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

**31. DEBARMENT**

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subcontractors certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. As part of bid responsiveness, District will verify the successful bidders' and his listed subcontractors' status prior to award of contract. Any successful Bidder found on the Federal debarment list will be rejected as non-responsive. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov).

**32. EQUAL BIDS**

In accordance with Public Contract Code §20117, in the event that equal Bids are received, the successful Bidder shall be randomly selected through a drawing or awarded to the equal Bidders.

**33. BID PROTEST PROCEDURE**

Per Administrative Appeals to San Diego City Schools Procurement Actions, an administrative appeal procedure will be used to protest the decision regarding a bid's responsiveness. To initiate the appeal procedure the aggrieved party shall submit, in writing, a protest or appeal to the

Strategic Sourcing and Contracts Officer. The protest or appeal shall include the basis for the protest or appeal, and the relief sought must include all of the reasons why the Bidder believes it is responsive and/or responsible, including any supporting documentation.

Any protest must be submitted within five (5) business days after the date of mailing by the District of a letter to the Bidder advising it of the proposed recommendation that it be declared non-responsive or responsible, and the reasons for that recommendation.

Upon receipt of a protest or an appeal the Strategic Sourcing and Contracts Officer shall respond in writing to the protest or appeal within five (5) days or shall give notice to the protesting or appealing party within five (5) days that a hearing is required to present the facts concerning the protest or appeal. Such notice shall be in writing. A protest of a decision to award or of an award shall be submitted not later than the tenth (10) day at 4:30 p.m. after the date of mailing by the District of a letter to the vendor advising it of the final selection and recommendation to the Governing Board.

**34. ONLINE ORDERING CAPABILITY**

The District desires to give District sites the ability to access District pricing and place orders online using vendor websites. Vendors with online ordering capabilities may be asked to facilitate the implementation of their electronic ordering system and train District staff in its use at no cost to the District.

Has your company integrated a contract award received from another public sector agency with their PeopleSoft "Direct Connect" eProcurement module?

Yes ☒\* (Provide list) No ☐

**BIDDER'S RESPONSE TO THIS ITEM WILL NOT BE A FACTOR IN THE AWARD OF THIS BID.**

\*See attachment for list.



2695 E. Dominguez St. • Carson, CA 90895 • (800) 421-5354 • Fax (310) 537-7990  
[www.lakeshorelearning.com](http://www.lakeshorelearning.com)

### 34. ONLINE ORDERING CAPABILITY

Has your company integrated a contract award received from another public sector agency with their PeopleSoft "Direct Connect" eProcurement module?

Yes ☒ (Provide list) No ☐

See list below:

Awarded Contracts that are integrated with PeopleSoft punchouts:

- Horry County Schools (Conway, SC)
- San Diego Schools (San Diego, CA)
- Omaha Public Schools (Omaha, NE)
- Amarillo ISD (Amarillo, TX)
- City of Albuquerque (Albuquerque, NM) *in progress.*
- Detroit Public Schools (Detroit, MI)
- Boston Public Schools (Boston MA)

**BID PROPOSAL**

**TO: SAN DIEGO UNIFIED SCHOOL DISTRICT**, a California Public School District, acting by and through its Board of Education ("the District").

**FROM:** Lakeshore Learning Materials  
(Name of Bidder)  
2695 E. Dominguez Street  
(Address)  
Carson, CA 90895  
(City, State, Zip Code)  
(800) 421-5354  
(Telephone/Fax)  
biddept@lakeshorelearning.com  
(E-mail Address)

Audrey Lopez  
(Name(s) of Bidder's Authorized Representative(s))

**Bid Proposal**

**Bid Proposal Amount.** Pursuant to and in compliance with the Notice to Bidders, the Instructions to Bidders and the other documents relating thereto, the undersigned Bidder having reviewed the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Sample Agreement and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the goods necessary to perform the Contract described as:


**GD19-0545-03 CLASSROOM SCIENCE, TECHNOLOGY, ENGINEERING, ART, and MATH (STEAM) SUPPLIES**

in accordance with the Contract Documents as set forth above as follows:

**Method of Determining Highest % Discount of Bidder:** Multiple responsive, responsible Bidders with the highest vendor percentage discount off catalog category under Lot One (1) and to the highest vendor percentage discount off brand/manufacturer Bid Line Items under Lot Two (2).

**Acknowledgment of Bid Addenda:** In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

N/A No Addenda Issued  
(initial)

 Addenda Nos. 1 received, acknowledged and  
(initial) incorporated into this Bid Proposal.

**Rejection of Bid; Holding Open of Bid:** It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Instructions to Bidders.

**Documents Accompanying Bid:** The undersigned Bidder has submitted with this Bid Proposal the following:

- Bid Proposal form
- Sample Agreement
- Prompt Payment Discount
- Non-Collusion Declaration
- References
- Drug-Free Workplace Certification
- Quotation Sheet(s)

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice to Bidders, the Instructions to Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

**Requirements of Highest Percentage off Catalog Under Lot 1 and Manufacturer/Brand Line Item Lot 2 and Bidder Recommended for Award of Contract:** It is understood and agreed that if written notice of the acceptance of this Bid Proposal demonstrated by Bid Tabulation thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of Bid Proposals, the undersigned will execute and deliver to the District all required documents in accordance with the Bid Proposal as detailed above and in the Instructions to Bidders. All of the foregoing shall be in conformity with applicable requirements set forth in Notice to Bidders, the Instructions to Bidders and in each of the foregoing Documents. Failure of the Bidder to strictly comply with the Contract may result in the District's rescission of the award of the Contract. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next highest percentage off catalog discount Bid Proposal, or to reject all Bid Proposals. The delivery of goods under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the Purchase Order issued pursuant to the Contract Documents.


**Notices:** All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

**Legal Status:** The undersigned Bidder's legal status is S-Corporation  
(i.e., corporation, sole proprietorship, partnership, LLP).

**Federal Tax ID NO.** 94-1525814

**Confirmation of Figures:** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

**Acknowledgment and Confirmation:** The undersigned Bidder acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to this Bid Proposal. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing the goods in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial resources to provide the goods for the amount bid herein within the contract term and in accordance with these Contract Documents.

By: <u></u>	<u>10/26/2018</u>
(Signature)	(Date)
<u>Audrey Lopez</u>	<u>Bid Analyst</u>
(Typed or Printed Name)	(Title)

NONCOLLUSION DECLARATION

The undersigned declares:

I am the Bid Analyst of Lakeshore Equipment Company  
dba Lakeshore Learning Materials, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 26th day of October, 2018 at

Carson, Los Angeles, California  
(City, County and State)

By:  10/26/2018  
(Signature) (Date)

Audrey Lopez Bid Analyst  
(Typed or Printed Name) (Title)

2695 E. Dominguez Street P: (800) 421-5354 / F: (310) 537-7990  
(Address) (Phone/Fax with area code)

Carson, CA 90895 biddept@lakeshorelearning.com  
(City/State/Zip) (Email Address)



**DRUG-FREE WORKPLACE CERTIFICATION**

I, Audrey Lopez, am the Bid Analyst of  
 (Print Name) (Title)  
Lakeshore Equipment Company  
dba Lakeshore Learning Materials. I declare, state and certify to all of the following:  
 (Bidder's Legal Business Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Bidder that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Bidder's workplace and specifying actions, which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - (i) The dangers of drug abuse in the workplace;
    - (ii) Bidder's policy of maintaining a drug-free workplace;
    - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Bidder in connection with the supplying of goods under the Contract, the employee agrees to abide by the terms of the statement.
3. Bidder agrees to fulfill and discharge all of Bidder's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the supplying of goods under the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Bidder understands that if the District determines that Bidder has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Bidder further understands that should Bidder violate the terms of the Drug-Free Workplace Act of 1990, Bidder may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Bidder acknowledges the provisions of California Government Code §§8350, et seq. and hereby certify that Bidder will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Los Angeles  
 Executed at ~~San Diego~~, California

By: Audrey Lopez  
 (Signature)

10/26/2018  
 (Date)

Audrey Lopez  
 (Typed or Printed Name)

Bid Analyst  
 (Title)

**PROMPT PAYMENT DISCOUNT**

Bidders are advised that prompt payment discounts of 10 days or more are acceptable. Prompt payment discounts of less than 10 days are not acceptable and will be considered NET 30 days. Net payments are normally paid within 30 days.

Quotation Subject To Prompt Payment Discount of:

1 % 10 Days

**IMPORTANT NOTE:**

Products you quote in this bid are to be based on FOB San Diego delivery locations. Only prices FOB San Diego will be accepted. If your quote shows price plus freight it will be rejected as non-responsive to bid terms and conditions.

Prompt Payment Discounts offered will be applied at time of payment and shall not be considered in the award calculation.

**NOTE:**

Bidder must indicate either a "0" (zero) for no discount, or the offered discount amount. A blank in the "Days" space will negate any offer. Any discount of less than 10 days will be considered as NET 30.

# REFERENCES

Bidder to list three (3) references where Bidder has successfully furnished the same materials or goods for school districts or large organizations in Southern California area as specified herein. By providing such references, the Bidder authorizes the District to contact references and hereby authorizes such references to provide information to District, without liability to either the District or the reference source, which Bidder hereby waives as a condition of such information being furnished.

1. Company Name Santa Clara Unified School District Contact Name Tammy Tea

Address 1889 Lawrence Road Phone Number (408) 423-2047

Santa Clara, CA 95051 Fax Number N/A  
Email: ttea@scusd.net

2. Company Name Torrance Unified School District Contact Name Gioconda Padilla

Address 2335 Plaza Del Amo Phone Number (310) 972-6211

Torrance, CA 90501 Fax Number N/A  
E-mail: padilla.gioconda@tusd.org

3. Company Name Santa Ana Unified School District Contact Name Jonathan Geiszler

Address 1601 E Chestnut Ave Phone Number (714) 558-5624

Santa Ana, CA 92701 Fax Number N/A  
E-mail: jonathan.geiszler@sausd.us

**AGREEMENT**

**THIS AGREEMENT** is entered by and between the **San Diego Unified School District** ("District"), a public school district formed and operating pursuant to the laws of the State of California and **Lakeshore Equipment Company dba Lakeshore Learning Materials**, a **S-Corporation** whose primary place of business is located at **Carson, California** ("Vendor") (together sometimes referred to as the "Parties") as of **TBA** (the "Effective Date").

**WITNESSETH**, that the District and the Provider in consideration of the mutual covenants contained herein agree as follows:

1. **Goods Provided.** Vendor shall perform and provide all goods as prescribed and required by the Instructions to Bidders, Bid Proposal Form, Quotation Sheet(s), General Conditions, Specials Conditions, Specifications and all other documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

**NO. GD19-0545-03**

**Classroom Science, Technology, Engineering, Art and Math (STEAM) Supplies**

2. **Contract Term.** The term of this Agreement shall commence upon Board of Education approval and continue through December 13, 2021 and any authorized renewal terms. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement and any renewal terms. This Agreement shall not expire until all goods under Purchase Orders issued are completed, accepted, and paid for by the District.
3. **Compensation.** District hereby agrees to pay Vendor a sum not to exceed                      Dollars (\$) notwithstanding any contrary indications that may be contained in Vendor's Quotation Sheet(s), incorporated herein by reference. The District's payment of the Contract Price shall be in accordance with the Contract Documents. District shall pay Provider for goods received pursuant to this Agreement at the time and in the manner set forth in herein. The payments specified herein shall be the only payments from District to Vendor for goods received pursuant to this Agreement. Vendor shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District, Vendor shall not bill District for duplicate orders.
4. **Non-Funding.** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

**5. Insurance Requirements.**

All policies of insurance required hereunder shall be issued by an insurer authorized to issue insurance under the laws of the State of California and who at the time of issuance of a policy of insurance is rated at least A-: VII, by A.M. Best Key Rating.

**1.0 Workers' Compensation.** Vendor shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the District's Risk Manager. The insurer, if insurance is provided, or the Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**2.0 Commercial General and Automobile Liability Insurance.**

**2.1 General requirements.** Liability and Automobile carriers shall possess a current Best's Key Rating of A Minus (A-), VII or better. The Vendor shall maintain during the life of this contract Broad Form Comprehensive General Liability and Property Damage Insurance, including coverage for Products and Completed Operations, sufficient to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from or related in any way to operations under this contract.

2.1.1 Commercial General Liability (including operations, property damage, products, and completed operations)

2.1.2 Automobile Liability including Owned, Non-owned, Hired vehicles: Consultant/Professional, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, combined single limits coverage for risks associated with the work contemplated by this Agreement.

2.1.3 If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.1.4 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering

comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

2.1.5 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy.

2.1.5.1 The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2.1.5.2 Any failure of Vendor to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

### 3.0 All Policies Requirements.

3.1 **Acceptability of Insurers.** All required coverages must be provided by insurers licensed to conduct business in the State of California and rated "A-, VII" or better by the current Best's Key Rating Guide. Non-admitted carriers must be included on the most recent California List of Accepted Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.

3.2 **Verification of Coverage.** Certificates of Insurance shall be filed with the District's Strategic Sourcing and Contracts Department. The District reserves the right to require complete copies of all required insurance policies at any time. Vendor shall provide, upon District request, complete copies of all policies delivered to Vendor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Vendor's performing under the specifications of the contract, it shall not waive the Vendor's obligation to provide them.

3.3 **Notice of Reduction in or Cancellation of Coverage.** Certificates of Insurance shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Diego Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice." Certificates of Insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

3.4 **Additional Insured; Primary Insurance.** District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Vendor, including the insured's general supervision of Vendor; products and completed operations of Vendor, as applicable; premises owned, occupied, or used by Vendor; and automobiles owned, leased, or used by the Vendor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that

no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

**3.5 Deductibles and Self-Insured Retentions.** Vendor shall disclose to and obtain the approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Vendor may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Vendor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**3.6 Variation.** The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

**4.0 Remedies.** In addition to any other remedies District may have if Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Vendor's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Vendor to stop work under this Agreement or withhold any payment that becomes due to Vendor hereunder, or both stop work and withhold any payment, until Vendor demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

The minimum amounts of such insurance shall be as hereinafter set forth.

**5.0 Minimum Limits of Insurance:**

1. General Liability (Products/Completed Operations):  
\$2,000,000 per occurrence/\$4,000,000 aggregate
2. Auto Liability (Comprehensive Form, Owned, Non-Owned, Hired)  
\$1,000,000 per accident

**6. Indemnity and Responsibilities.** To the fullest extent allowable by law, Vendor will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information

which might be obtained by Vendor during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

**6.1 Selection of Defense Counsel.** If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Vendor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

**6.2 Payment of Judgment.** In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Vendor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

**6.3 Indemnification Limitations.** The foregoing obligation(s) of Vendor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Vendor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Vendor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Vendor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Vendor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

**6.4 Liability for Employment Related Obligations.** In the event that Vendor or any employee, agent, or subcontractor of Vendor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the California State Teachers Retirement System to be eligible for enrollment as an employee of District, Vendor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Vendor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

**6.5 Civil Code Exclusions.** Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Vendor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**6.6 Tender of Defense and Indemnity.** The Vendor's obligation to defend and indemnify shall not be excused because of the Vendor's inability to evaluate liability or because the Vendor evaluates liability and determines that the Vendor is not liable to the claimant. The Vendor must respond within 30 days to the tender of any claim for defense and indemnity by the District. If the Vendor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Vendor under



and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Vendor accepts or rejects the tender of defense, whichever occurs first.

**6.6 Survival.** The terms of this section 6 shall survive termination of this Agreement.

**7. Governing Law.** The laws of the State of California shall govern this Agreement.

**8. Employee Fingerprint Verification; Barriers; Employee Surveillance**

At all times when a Site is used or occupied for academic purposes or for other school related functions, no employee or independent contractor to the Contractor or any Subcontractor shall be permitted access to the Site or to perform any Work at the Site unless: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code §45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code §45122.1 and has no criminal felony proceedings (as defined in Education Code §45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him. The provisions of Education Code §45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this paragraph when a Site is being used or occupied for academic purposes or other school related functions. At all other times during the Work, as appropriate, or as directed by the District, to limit contact between workers performing the Work and students and for the safety of students, the Contractor shall: (i) erect a physical barrier around the Work to limit contact between students and the individuals performing Work; or (ii) designate an employee of the Contractor and require each Subcontractor to designate an employee who shall be responsible for the continuous monitoring and supervision of the other employees of the Contractor and Subcontractors, provided that the employees designated for such monitoring and supervision has submitted her/his fingerprints to the Department of Justice under Education Code §45125.1 for verification that she/he has not been convicted of a felony and does not have any criminal proceeding pending against her/him and the Contractor/Subcontractor employee has submitted a Fingerprint Certification attesting to such Department of Justice fingerprint verification and the absence of criminal convictions or pending criminal proceedings. The responsibility for complying with the requirements of Education Code §45125.2 rests solely with the Contractor; the District will not designate any District personnel for surveillance of the Contractor's employees under Education Code §45125.2(a)(3).

**9. Vendor's Conduct on District Property**

- 9.1. All District sites are drug-free, alcohol-free, tobacco-free facilities and the use or consumption of the aforementioned anywhere on District property is strictly prohibited.
- 9.2. There shall be no loud or profane language or other noise considered by the District to be disruptive to a learning environment.

- 9.3. Obscene signs, pictures or logos shall not be permitted on any equipment used on District property or clothing worn on District property.
- 9.4. Vendor shall check in with site administrator upon arrival at District site.
- 9.5. Vendor shall ensure that their employees conduct themselves in a professional manner and dress appropriately for a school environment.
- 9.6. Use of student restrooms *for any reason* is prohibited.
- 9.7. Vendor shall adhere to parking regulations or make arrangements with the site administrator to facilitate the delivery of goods.

In the event of any violation of the above items, the District reserves the unconditional right to have Vendor or Vendor's employees removed from District property and permanently barred from providing any service

10. **Method of Payment and Invoicing.** Vendor will be paid upon receipt and acceptance of goods specified by Purchase order. For payment, invoices shall be submitted to:

SAN DIEGO UNIFIED SCHOOL DISTRICT  
Accounts Payable Department  
4100 Normal Street Room 3141  
San Diego, CA 92103-2682  
and  
[invoices@sandi.net](mailto:invoices@sandi.net)

Each invoice must reference Bidder's awarded Contract No. and assigned Purchase Order Number.

11. **Electronic Signature.** Vendor consents to conducting transactions for this Agreement via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by the District. \_\_\_\_\_ (Initials).

11.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1- 1633.17), Vendor agrees to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent of my handwritten signature. Vendor further agrees that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to the Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. Vendor agrees that the transactions conducted electronically relating to this Agreement shall be binding upon me.

11.2 Vendor agrees that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Vendor understands that the District may suspend, terminate, or revoke the electronic signature in its reasonable discretion.

11.3 Vendor will use the electronic signature to establish identity and sign electronic documents and forms relating to the Agreement and Amendments. Vendor is solely responsible

for protecting the electronic signature. If Vendor suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then Vendor will immediately notify the Strategic Sourcing and Contracts Officer or his/her designee and request that the electronic signature be revoked. Vendor will then immediately cease all use of the electronic signature. Vendor agrees to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

**12. Termination.** The District shall have the right to terminate this Agreement and/or any Purchase Order(s) or any part thereof at any time following 30 days written notice:

1. **For Convenience** – The terms of this subparagraph shall not limit or affect the right of the District to cancel /terminate this contract and/or any Purchase Orders for Cause and shall not apply to a breach of contract. In case of termination by District of all or any part of this Order and/or any Purchase Order(s) without cause, Vendor shall submit all claims for amount due from the District within thirty (30) days after the effective date of cancellation/termination. Vendor shall maintain complete and accurate records to support Vendor's claimed costs. Such records shall be available for verification through audit and analysis by the District. The District's maximum liability shall be limited to the following:
  - a. In no event shall Vendor be entitled to any amount above monies paid and/or owed for work performed up to the date of the termination notice.
  - b. Vendor shall have no claim for any damages, or loss of profit, arising out of any termination for convenience.
2. **For Default** – The District may by written notice to Vender, without prejudice to any other rights or remedies provided under this Contract, by law or in equity, terminate this contract and/or any Purchase Order(s) in whole or in part for any of the following circumstances:
  - a. If Vendor has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
  - b. If Vendor fails to perform the work/service or deliver the good(s)/item(s) in accordance with the statement of work, scope, performance requirements or delivery schedules specified herein or any extension thereof;
  - c. If Vendor: 1) fails to perform any of the other terms of this contract; or 2) fails to make progress as to endanger the performance of this contract in accordance with its terms, and in either of the two circumstances enumerated in 1(a) or 1(b) above, does not cure such failure within a period of ten (10) calendar days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure. In the event the District terminates this contract in whole or in part as provided in this 1 above, the District may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Vendor shall be liable to the District for any excess costs, reasonably incurred for such similar supplies or services.

**13. Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties and approved by District's governing board.

**14. The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents, and any other

documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

Instructions to Bidders	Bid Proposal
Non-Collusion Declaration	Sample Agreement
References	Prompt Payment Form
Drug-Free Workplace Certificate	General Conditions
Special Conditions	Specifications
Bid Addenda Nos. _____.	Quotation Page(s)

**15. Keeping and Status of Records.**

**15.1 Vendor's Books and Records.** Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for goods or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Vendor under this Agreement.

**15.2 Inspection and Audit of Records.** Any records or documents that Section 12.2 of this Agreement requires Vendor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000,00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

**15.3 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** If this Agreement was procured through a Request for Proposals (RFP) or Invitation to Bid (ITB) issued by the District, all documents submitted in response to the RFP or ITB become the exclusive property of the District. At such time as the District selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Vendor and plainly marked as "Business Secret" or "Trade Secret." Any proposal that contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

The District shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Vendor has not plainly marked it as a "Trade Secret" or "Business Secret" or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Vendor agrees to indemnify, defend and hold harmless the District, its agents and employees, from any judgment, fines, penalties, and award of attorney's fees awarded against the District in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the District's award of the any subsequent agreement. In submitting a proposal, Vendor agrees that this indemnification survives

as long as the trade secret information is in the District's possession, which includes a minimum retention period for such documents.

16. **District Representative.** This Agreement shall be administered by

\_\_\_\_\_  
(Contracting Officer's Technical Representative). All daily operational correspondence shall be directed to or through the District Representative or his or her designee(s).

17. **Integration.** This Agreement, including exhibits, represents the entire and integrated agreement between District and Vendor and supersedes all prior negotiations, representations, bids or agreements, either written or oral.

18. **Exhibits.** This Agreement includes the following exhibits, all of which are incorporated into the Agreement as if fully set forth herein:

**Exhibit A:** Quotation Sheet(s)

**Exhibit B:** Vendor's Certificates of Insurance

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19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

20. **Notices.** Written contract notices shall be addressed as follows:

**To District:**

Andrea R. O'Hara, M.A.  
Strategic Sourcing and Contracts Officer  
2351 Cardinal Lane, Building M  
San Diego, CA. 92123  
(858) 522-5808 - Phone  
[dgiolzetti@sandi.net](mailto:dgiolzetti@sandi.net)

**To Vendor:**

(Contact Name)  
(Vendor Name)  
(Address)  
(Address)  
(Phone)  
(E-mail)

21. **Entire Agreement.** This Agreement and the Bid Proposal documents constitute the entire Agreement between the Parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of this Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions. In the event there is a conflict in this Agreement, the order of precedent for remedy is this Agreement, Bid Addenda, Bid Proposal.

22. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Vendor is/are duly and fully authorized to execute this Agreement on behalf of Vendor and to bind the Vendor to each and every term, condition and covenant of the Contract Documents.

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the District and the Vendor as of the date set forth above.

<i>Provider's Name</i> ) Lakeshore Learning Materials	San Diego Unified School District
By: <u><i>Audey Lopez</i></u> (name of person signing) (title of person signing) (Address of Person signing) Audey Lopez Bid Analyst 2695 E. Dominguez Street Carson, CA 90895	By: _____ Andrea R. O'Hara, M.A. Strategic Sourcing and Contracts Officer 2351 Cardinal Lane, Building M San Diego, CA 92123 Tel: _____ E-mail: _____ San Diego Unified School District
Date: 10/26/2018	Date: _____

APPROVED AS TO FORM AND LEGALITY	Approved in a public meeting of the Board of Education of the San Diego Unified School District on
Date: _____	Date: _____
Kimberly A. Chapin, Assistant General Counsel II SAN DIEGO UNIFIED SCHOOL DISTRICT	Marty Stultz, Board Action Officer San Diego Unified School District Board of Education

**1. RESPONSIBILITY FOR SUPPLIES AND MATERIALS**

The Vendor shall be responsible for all items delivered to District's designated delivery point, regardless of the point of inspection upon delivery and notification of acceptance by the District of said items, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results, from the negligence of District officers, agents, or employees acting within the scope of their employment. The Vendor shall bear all risks as to rejected supplies or items after notification of such rejection, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the District acting within the scope of employment.

**2. SAFETY REQUIREMENTS**

The District reserves the right to reject any materials, supplies, and equipment that, in the opinion of the District, is unsafe for its intended use or fails to meet established safety standards. The opinion of the District representative shall be final. All items furnished to the District shall be free of unsafe areas due to design or workmanship. Specifically, all weld areas shall be smooth; exposed pipe or tube ends shall be capped or plugged in such a manner that it leaves only a smooth, protected end; all chains or railings shall be finished smooth and free of any burrs or sharp edges. There shall be no metal, fiberglass, or other fabrications with exposed sharp edges or corners. Any equipment rejected as unsafe shall either be corrected by or returned to the Vendor at no expense to the District. All materials and equipment must comply with OSHA and CALOSHA requirements.

**3. EXCUSE FOR NONPERFORMANCE--FORCE MAJEURE CLAUSE**

The Vendor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

**4. ASSIGNMENT**

The Vendor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

**5. DELAY DUE TO UNFORESEEN OBSTACLES**

All loss or damage arising from any unforeseen obstacle or difficulties which may be encountered in the prosecution of the work, or from any action of the elements, or from any act or omission not authorized by these specifications, on the part of the Vendor, or any agent or person employed by said Vendor, shall be sustained by the Vendor. The Vendor shall have no claim against the District for damages on account of any delays caused by accidents or delays on the part of any transportation company.

**6. TERMINATION**

- A. The District shall have the right to terminate the contract and/or any Purchase Order(s) or any part thereof at any time following 30 days written notice:
1. **For Convenience** – The terms of this subparagraph shall not limit or affect the right of the District to cancel /terminate the contract and/or any Purchase Orders for Cause and shall not apply to a breach of contract. In case of termination by District of all or any part of this Order and/or any Purchase Order(s) without cause, Seller shall submit all claims for amount due from the District within thirty (30) days after the effective date of cancellation/termination. Seller shall maintain complete and accurate records to support Seller's claimed costs. Such records shall be available for verification through audit and analysis by the District. The District's maximum liability shall be limited to the following:
    - a. In no event shall Seller be entitled to any amount above monies paid and/or owed for work performed up to the date of the termination notice.
    - b. Seller shall have no claim for any damages, or loss of profit, arising out of any termination for convenience.
  2. **For Default** — The District may by written notice to Seller, without prejudice to any other rights or remedies provided under the contract, by law or in equity, terminate the contract and/or any Purchase Order(s) in whole or in part for any of the following circumstances:
    - a. If Seller has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
    - b. If Seller fails to perform the work/service or deliver the good(s)/item(s) in accordance with the statement of work, scope, performance requirements or delivery schedules specified herein or any extension thereof;
    - c. If Seller: 1) fails to perform any of the other terms of the contract; or 2) fails to make progress as to endanger the performance of the contract in accordance with its terms, and in either of the two circumstances enumerated in 1(a) or 1(b) above, does not cure such failure within a period of ten (10) calendar days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure. In the event the District terminates the contract in whole or in part as provided in this 1 above, the District may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to the District for any excess costs, reasonably incurred for such similar supplies or services.

**7. INDEMNITY AND RESPONSIBILITIES**

To the fullest extent allowable by law, Vendor will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by Vendor during performance of this



Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

**7.1 Selection of Defense Counsel.** If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Vendor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

**7.2 Payment of Judgment.** In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Vendor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

**7.3 Indemnification Limitations.** The foregoing obligation(s) of Vendor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Vendor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Vendor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Vendor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Vendor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

**7.4 Liability for Employment Related Obligations.** In the event that Vendor or any employee, agent, or subcontractor of Vendor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the California State Teachers Retirement System to be eligible for enrollment as an employee of District, Vendor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Vendor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

**7.5 Civil Code Exclusions.** Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Vendor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**7.6 Tender of Defense and Indemnity.** The Vendor's obligation to defend and indemnify shall not be excused because of the Vendor's inability to evaluate liability or because the Vendor evaluates liability and determines that the Vendor is not liable to the claimant. The Vendor must respond within 30 days to the tender of any claim for defense and indemnity by the District. If the Vendor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Vendor under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Vendor accepts or rejects the tender of defense, whichever occurs first.

**8. DAMAGE TO DISTRICT PROPERTY**

Any damage caused by the Vendor to District property shall be repaired to its original condition at Vendor's expense.

**9. PREVAILING LAW**

In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for bids, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

**10. GOVERNING LAW AND VENUE**

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

**11. DIVERSITY PROGRAMS**

It is the policy of the State of California to afford all persons in public schools regardless of their age, disability, gender, gender identity, gender expressions, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in §422.55 of the Penal Code, equal rights and opportunities in the educational institutions of the state (Education Code §200).

**12. PACKING LISTS**

All shipments must be accompanied by a packing list. Packing lists of orders placed using a District issued Purchase Order must indicate the assigned Purchase Order number.

**13. DELIVERY COMPLETION**

Orders will be considered complete at time of delivery. All items/products must be shipped exactly as ordered. The Vendor must apply continual diligence, monitoring and resources to ensure items/products ordered are delivered on the required delivery date and are in compliance with the contract terms, conditions, instructions, pricing and specifications. The invoice or delivery receipt form must be signed by the individual accepting delivery.

**14. RETURN OF ITEMS**

In the event that items delivered to the District need to be picked up by the Vendor for return or exchange (i.e. duplicate shipments, damaged goods, unacceptable product, incorrect product, etc.) the Vendor shall pick up such product within ten (10) business days after notification by the District. If the Vendor fails to pick up such product within the specified time, the product shall become the exclusive property of the District at no charge to the District and shall be subject to disposal and/or distribution by the District.

**15. MISCELLANEOUS CHARGES**

Vendor shall not add extra charges (i.e. packaging, handling charges, etc.) to their invoices.

**16. SUBSTANTIAL QUANTITIES**

The District reserves the right for the District's Strategic Sourcing and Contracts Department to separately bid substantial quantities of individual items when deemed to be in the best interest of the District.

**17. WARRANTY**

All items shall be warranted against defects in material and workmanship for a period of one (1) year from date of delivery to the District. Vendor shall bear all costs associated with pick up and/or return of items found defective. Vendor shall continue to provide warranty service after Agreement expiration or termination until all warranties have expired for all items ordered.

**18. DISCONTINUED ITEMS – PART NUMBER CHANGES**

In the event an item is discontinued by the manufacturer or there is a change to a product number by the manufacturer, Vendor shall immediately provide the District's representative written documentation from the manufacturer of such discontinuation or change. The District reserves the right to accept a replacement item from Vendor. The replacement item shall have prior District approval and shall be offered at no additional cost to the District. Suitability of offered replacement is at the sole discretion of the District.

**19. GRATUITIES**

District policy precludes employees from accepting any gifts or gratuities from vendors. Rebates or any other form of commission or discount must be issued to the San Diego Unified School District.

**1. INSURANCE REQUIREMENTS.**

All policies of insurance required hereunder shall be issued by an insurer authorized to issue insurance under the laws of the State of California and who at the time of issuance of a policy of insurance is rated at least A-: VII, by A.M. Best Key Rating.

**1.0 Workers' Compensation.** Vendor shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the District's Risk Manager. The insurer, if insurance is provided, or the Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**2.0 Commercial General and Automobile Liability Insurance.**

**2.1 General requirements.** Liability and Automobile carriers shall possess a current Best's Key Rating of A Minus (A-), VII or better. The Vendor shall maintain during the life of this contract Broad Form Comprehensive General Liability and Property Damage Insurance, including coverage for Products and Completed Operations, sufficient to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from or related in any way to operations under this contract.

2.1.1 Commercial General Liability (including operations, property damage, products, and completed operations)

2.1.2 Automobile Liability including Owned, Non-owned, Hired vehicles: Consultant/Professional, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, combined single limits coverage for risks associated with the work contemplated by this Agreement.

2.1.3 If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.1.4 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability

occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

2.1.5 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy.

2.1.5.1 The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2.1.5.2 Any failure of Vendor to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

### **3.0 All Policies Requirements.**

**3.1 Acceptability of Insurers.** All required coverages must be provided by insurers licensed to conduct business in the State of California and rated "A-, VII" or better by the current Best's Key Rating Guide. Non-admitted carriers must be included on the most recent California List of Accepted Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.

**3.2 Verification of Coverage.** Certificates of Insurance shall be filed with the District's Strategic Sourcing and Contracts Department. The District reserves the right to require complete copies of all required insurance policies at any time. Vendor shall provide, upon District request, complete copies of all policies delivered to Vendor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Vendor's performing under the specifications of the contract, it shall not waive the Vendor's obligation to provide them.

**3.3 Notice of Reduction in or Cancellation of Coverage.** Certificates of Insurance shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Diego Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice." Certificates of Insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

**3.4 Additional Insured; Primary Insurance.** District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Vendor, including the insured's general supervision of Vendor; products and completed operations of Vendor, as applicable; premises owned, occupied, or used by Vendor; and automobiles owned, leased, or used by the Vendor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the District and its

officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

**3.5 Deductibles and Self-Insured Retentions.** Vendor shall disclose to and obtain the approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Vendor may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Vendor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**3.6 Variation.** The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

**4.0 Remedies.** In addition to any other remedies District may have if Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Vendor's breach:

- \* Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- \* Order Vendor to stop work under this Agreement or withhold any payment that becomes due to Vendor hereunder, or both stop work and withhold any payment, until Vendor demonstrates compliance with the requirements hereof; and/or
- \* Terminate this Agreement.

The minimum amounts of such insurance shall be as hereinafter set forth.

**Minimum Limits of Insurance:**

1. General Liability (Products/Completed Operations):  
\$2,000,000 per occurrence/\$4,000,000 aggregate
2. Auto Liability (Comprehensive Form, Owned, Non-Owned, Hired)  
\$1,000,000 per accident

**3. EMPLOYEE FINGERPRINT VERIFICATION; BARRIERS; EMPLOYEE SURVEILLANCE**

At all times when a Site is used or occupied for academic purposes or for other school related functions, no employee or independent contractor to the Contractor or any Subcontractor shall be permitted access to the Site or to perform any Work at the Site unless: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code §45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual

has not been convicted of a felony defined in Education Code §45122.1 and has no criminal felony proceedings (as defined in Education Code §45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him. The provisions of Education Code §45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this paragraph when a Site is being used or occupied for academic purposes or other school related functions. At all other times during the Work, as appropriate, or as directed by the District, to limit contact between workers performing the Work and students and for the safety of students, the Contractor shall: (i) erect a physical barrier around the Work to limit contact between students and the individuals performing Work; or (ii) designate an employee of the Contractor and require each Subcontractor to designate an employee who shall be responsible for the continuous monitoring and supervision of the other employees of the Contractor and Subcontractors, provided that the employees designated for such monitoring and supervision has submitted her/his fingerprints to the Department of Justice under Education Code §45125.1 for verification that she/he has not been convicted of a felony and does not have any criminal proceeding pending against her/him and the Contractor/Subcontractor employee has submitted a Fingerprint Certification attesting to such Department of Justice fingerprint verification and the absence of criminal convictions or pending criminal proceedings. The responsibility for complying with the requirements of Education Code §45125.2 rests solely with the Contractor; the District will not designate any District personnel for surveillance of the Contractor's employees under Education Code §45125.2(a)(3).

**4. VENDOR'S CONDUCT ON DISTRICT PROPERTY**

- A. All District sites are drug-free, alcohol-free, tobacco-free facilities and the use or consumption of the aforementioned anywhere on District property is strictly prohibited.
- B. There shall be no loud or profane language or other noise considered by the District to be disruptive to a learning environment.
- C. Obscene signs, pictures or logos shall not be permitted on any equipment used on District property or clothing worn on District property.
- D. Vendor shall check in with site administrator upon arrival at District site.
- E. Vendor shall ensure that their employees conduct themselves in a professional manner and dress appropriately for a school environment.
- F. Use of student restrooms *for any reason* is prohibited.
- G. Vendor shall adhere to parking regulations or make arrangements with the site administrator to facilitate the delivery of goods.

In the event of any violation of the above items, the District reserves the unconditional right to have Vendor or Vendor's employees removed from District property and permanently barred from providing any service to any District site.

**5. METHOD OF ORDERING**

Orders shall be placed on an as required basis during the term of the agreement. The actual amount of orders placed with Vendor may be based on District ordering requirements, Vendor's pricing, Vendor's discount, applied shipping charges, inventory and available stock, site preference to use a particular Vendor (for multiple awards), and Vendor's online ordering capability.

Individual items with a value of \$2,500.00 or greater **MUST BE ORDERED BY PURCHASE ORDER.**

**A. Purchase Order**

The District Strategic Sourcing and Contracts Department may place orders using a District issued Purchase Order. Purchase Orders shall be placed by facsimile.

**B. Procurement Card**

Various District sites may place orders using a procurement card. Orders may be placed by mail, telephone, facsimile, Email, or online. **Sites shall not use procurement cards to purchase individual items with a value of \$2,500.00 or greater.**

Partial shipments are allowed.

**6. DELIVERY LOCATIONS**

Items ordered by Purchase Order shall be delivered to the address listed below or to any other delivery location as specified on the Purchase Order:

San Diego Unified School District  
Supply Center  
2351 Cardinal Lane  
San Diego, CA 92123-3799

The District will not be responsible for payment for deliveries made to unauthorized locations.

All Shipments shall reference the awarded Bidder's assigned Contract Number and the assigned Purchase Order Number. All containers shall be properly sealed and clearly marked and otherwise identified as to content upon delivery.

**7. DELIVERY TIME**

Items stocked by Vendor shall be delivered in ten (10) business days. Lead times shall be given for items not stocked at the time the order is placed.

Deliveries shall be between the hours of 7:30 a.m. and 2:30 p.m. The District reserves the right to amend delivery hours during the term of the agreement.

Failure to meet the delivery requirement shall be grounds for termination of ALL items awarded to Bidder against this bid.



**8. INVOICES**

Invoices shall be submitted to:

SAN DIEGO UNIFIED SCHOOL DISTRICT  
Accounts Payable Department  
[invoices@sandi.net](mailto:invoices@sandi.net)  
4100 Normal Street Room 3141  
San Diego, CA 92103-2682

Each invoice must reference Bidder's awarded Contract No. and assigned purchase order number.

**9. ESTIMATED QUANTITIES**

The quantities listed on the Quotation Page(s) are estimated quantities only and may be ordered on a scheduled or as-needed basis, unless otherwise specified herein. The District shall not be obligated to purchase any particular quantity of goods or services, nor may the Vendor invoice for any unused quantities upon termination of the contract.

**10. COOPERATIVE PURCHASING/OTHER AGENCIES**

Other public school districts or public agencies in the State of California may wish to utilize any resultant contract and purchase identical items at the same prices pursuant to the same terms and conditions per §20118 and §20652 of the California Public Contract Code. Other public agencies in the state of California may purchase the products and goods under the contract pursuant to the same terms and conditions if it is deemed to be in their best interest. The successful Bidder is requested to make these items and prices available to these public agencies; however, the estimated quantities in this bid do not reflect or guarantee any quantities or usage by these agencies. If the successful Bidder elects to supply these agencies, it shall supply any or all items to them over and above the quantities estimated herein. If so, San Diego Unified School District requires that each school district or other public agency work directly with the successful Bidder. San Diego Unified School District assumes no responsibility for any contractual relationship established by another public agency. Under no circumstances shall San Diego Unified School District be considered a dealer, agent, sponsor, or any other representative of the Bidder and is not responsible for the certification of any participating district or public agency.

**SPECIFICATIONS**

**1. Purpose**

The purpose of this Bid is to establish Agreements between the San Diego Unified School District and multiple Vendors who supply new classroom science, technology, engineering, art and math (STEAM) supplies at a percentage (%) discount off catalog list pricing and percentage (%) discount off brand/manufacturer. The Bidder shall bid a percentage (%) discount fixed for a (3) year term.

**2. Chemical List – Attachments 1-3**

Items listed on the District's Class I Chemical List page (EA 1), are PROHIBITED ITEMS from use in the District and may not be ordered under any circumstances.

Items listed on the District's Class II Chemical List page (EB 1), are RESTRICTED USAGE ITEMS to be used only for demonstration purposes. These chemicals are to be purchase in small quantities only.

Items listed on the District's Class III Chemical List pages (EC 1-2), are APPROVED ITEMS for use in the District.

**3. Material Safety Data Sheets**

The Vendor must provide two (2) copies of the most recent MSDS information for all chemical products. Two (2) copies of the MSDS sheets must be provided with each delivery, for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the contract for violation of safety procedures.

**4. Reports**

It is a requirement of this Bid that an awarded vendor provide, on a quarterly basis, a report of all chemicals that have been shipped to any location resulting from this award. This report shall indicate, at a minimum, catalog number, item description, quantity shipped, date of shipment, and the ship to address, regardless of method of purchase.

**5. Quantities**

The District shall not be obligated to purchase any particular quantity of classroom STEAM supplies. All schools and departments will be urged to refer to catalogs and discounts of participating vendors in their attempt to fill their requirements at the lowest net prices.

**6. Discounts**

The Bidder shall include within their bid response a percentage discount off list price covering the purchase of any new classroom supplies, equipment, and chemicals. As new items become available in the designated product lines, they too will become a part of the contract and will be subject to the same discount offered. The most current Bidder's Price List will be used to determine pricing during the contract period.

If a percentage (%) discount is offered on the Quotation Sheet, the successful Bidder upon award shall furnish the District with a copy of the most current regional published manufacturer catalog as may be required, including a copy of the most current Manufacturer's published price list, at no cost to the District. The latest inserts and revisions as issued shall be provided within ten (10) working days of publication to the District throughout the contract period at no additional cost to the District.

**7. F.O.B Point**

All items shall be offered F.O.B. destination at San Diego Unified School District receiving location designated on the purchase orders issued by the district.

**8. Shipping Charges**

The District prefers that shipping, handling, and insurance charges be included in the percentage discounts offered on the Quotation Sheet(s). Bidder to indicate in the space provided on the Quotation Sheet, if shipping, handling, and insurance charges are included in the percentage discount offered. Bidders may list items or categories of items on the exclusion list provided, that will incur shipping charges.

**9. Compliance with Laws**

The Vendor shall comply, in full with the provisions set forth in the Federal, State, City, and County laws relating to the regulations and emission standards during the period of the Agreement. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Vendor shall constitute cause for immediate termination of the Agreement.

**Exhibit A  
Quotation Sheet**

BID# GD19-0545-03

**LOT ONE (1) - Awarded as One (1) Lot to Multiple Vendors**

<u>LOT NUMBER</u>	<u>BID ITEM NO.</u>	<u>CATALOG CATEGORY</u>	<u>ESTIMATED ANNUAL SPEND</u>	<u>VENDOR NAME</u>	<u>% DISCOUNT OFF CATALOG CATEGORY</u>
1	1	Science		Lakeshore Learning Materials	6%
1	2	Technology		Lakeshore Learning Materials	6%
1	3	Engineering		Lakeshore Learning Materials	6%
1	4	Art		Lakeshore Learning Materials	6%
1	5	Math		Lakeshore Learning Materials	6%
1	6	PreK- 7th Grade Classroom Supplemental Materials		Lakeshore Learning Materials	6%
1	7	Living Materials		NO BID	NO BID

**\$1,200,000.00**

**LOT TWO (2) - Awarded by Bid Line Item to the Highest Vendor % Discount Off Brand/Manufacturer**

<u>LOT NUMBER</u>	<u>BID LINE ITEM</u>	<u>BRAND/MANUFACTURER</u>	<u>ESTIMATED ANNUAL SPEND</u>	<u>VENDOR NAME</u>	<u>% DISCOUNT OFF BRAND/MANUFACTURER</u>
2	1	3B		NO BID	
2	2	Abilitations		NO BID	
2	3	Bel-Art		NO BID	
2	4	Bennett Wood Specialty		NO BID	
2	5	Bot Brain		NO BID	
2	6	Brodhead Garrett		NO BID	
2	7	Califone		NO BID	
2	8	Celestron		NO BID	
2	9	Child Craft		NO BID	
2	10	Classroom Direct		NO BID	
2	11	Classroom Select		NO BID	
2	12	Color Brite		NO BID	
2	13	COP Science		NO BID	
2	14	Corning		NO BID	
2	15	Crayola		NO BID	
2	16	Delta Education		NO BID	
2	17	Diversified		NO BID	
2	18	EDVOTEK		NO BID	
2	19	Elmers Glue Products		NO BID	
2	20	EPS		NO BID	
2	21	Fisher Science Education		NO BID	
2	22	Foss		NO BID	
2	23	Frey Scientific		NO BID	
2	24	Go Science Crazy		NO BID	
2	25	Guardian		NO BID	
2	26	Hammond & Stephens		NO BID	
2	27	Hubbard Scientific		NO BID	
2	28	Imperial		NO BID	
2	29	Kemtec		NO BID	
2	30	Ken-a-vision		NO BID	
2	31	Kimble		NO BID	
2	32	K'nex		NO BID	
2	33	LABCONCO		NO BID	
2	34	Lakeshore		Lakeshore Learning Materials	6%
2	35	NeuLog		NO BID	
2	36	Newpath		NO BID	
2	37	OHAUS		NO BID	
2	38	Pacon		NO BID	
2	39	POLAR 3D		NO BID	

**Exhibit A  
Quotation Sheet**

BID # GD19-0545-03

**LOT TWO (2) - Awarded by Bid Line Item to the Highest Vendor % Discount Off Brand/Manufacturer**

<u>LOT NUMBER</u>	<u>BID LINE ITEM</u>	<u>BRAND/MANUFACTURER</u>	<u>ESTIMATED ANNUAL SPEND</u>	<u>VENDOR NAME</u>	<u>% DISCOUNT OFF BRAND/ MANUFACTURER</u>
2	40	Prang		NO BID	
2	41	Premier		NO BID	
2	42	Projects by Design		NO BID	
2	43	Royal Seating		NO BID	
2	44	Sanford		NO BID	
2	45	Sargent Art		NO BID	
2	46	SAX		NO BID	
2	47	Sax School Smart		NO BID	
2	48	School Smart		NO BID	
2	49	Scott Resources		NO BID	
2	50	SOAR Life Products		NO BID	
2	51	SPARK		NO BID	
2	52	Sportime		NO BID	
2	53	Sunburst		NO BID	
2	54	Sunworks		NO BID	
2	55	Swift		NO BID	
2	56	Texas Instruments		NO BID	
2	57	Thermo Scientific		NO BID	
2	58	Tru-Ray		NO BID	
2	59	United Scientific Supplies, Inc		NO BID	
2	60	Wonder Workshop		NO BID	

**List exceptions to discounts stated above, including exceptions to free delivery and freight.**

<u>CATEGORY</u>	<u>EXCEPTION</u>	<u>VENDOR NAME</u>
1	Discount not applicable to sale items.	Lakeshore Learning Materials
2	Discount not applicable to sale items.	Lakeshore Learning Materials
3	Discount not applicable to sale items.	Lakeshore Learning Materials
4	Discount not applicable to sale items.	Lakeshore Learning Materials
5	Discount not applicable to sale items.	Lakeshore Learning Materials
6	Discount not applicable to sale items.	Lakeshore Learning Materials
7		
8		

**OTHER NOTES:**

Must reference "Per Bid #GD-19-0545-03" on all purchase orders.

Delivery: 4-6 Business Days ARO

Discount not applicable to sale items.

**SALES REPRESENTATIVE INFORMATION:**

<b>NAME:</b> Mark Rivas
<b>ADDRESS:</b> 2695 E. Dominguez Street, Carson, CA 90895 (Corporate Headquarters)
<b>TELEPHONE:</b> (619) 214-1368
<b>E-MAIL ADDRESS:</b> mrivas@lakeshorelearning.com
<b>FAX #:</b> (310) 537-7990
<b>PREFERRED METHOD</b> Payments: PCard or Online
<b>OF RECEIVING</b> Purchase Orders: Online or email OrderDept@lakeshorelearning.com

## CLASS I CHEMICAL LIST PROHIBITED ITEMS

Chemicals listed below MAY NOT BE ORDERED UNDER ANY CIRCUMSTANCES. They are prohibited from use in the school district.

Acetic Anhydride  
Acrylonitrile  
4-Aminodiphenyl  
Ammonium Sulfide  
Amyl Aletate (isoamyl) Aniline  
Aniline Hydrochloride  
Anthracene  
Antimony Pentachloride  
Antimony Trichloride  
Antimony Trioxide  
Antimony Trisulfide  
(Antimony sulfide)  
Arsenic, and compounds  
Arsenic Pentoxide  
Arsenic Trichloride  
Arsenic Trioxide  
Asbestos  
Benzaldehyde  
Benzene  
Benzidine (and its salts)  
Benzoyl Chloride  
Benzoyl Peroxide  
Beryllium and its compounds  
Beryllium Carbonate  
Bis (chloromethyl) Ether  
Cadmium and its compounds  
Cadmium Acetate  
Cadmium Chloride  
Cadmium Sulfate  
Carbon Disulfide  
Carbon Tetrachloride  
Catechol  
(1,2-Dihydroxy-benzene)  
Chloroform  
Chromium II, IV compounds  
Chromic Nitrate, in solution  
Colchicine  
3-3, Dichlorobenzidine  
Diisopropyl Ether  
4-Dimethylaminoazobenzene  
N, N, Dimethylaniline  
Ethylene Dichloride  
Ethyleneimine  
Ethylene Oxide  
Formaldehyde  
Formalin  
Hydrazine  
Hydrofluoric acid  
Hydrogen Peroxide 7 to 32 %  
Mercuric Chloride  
Mercury, Metal  
Mercuric Nitrate

Mercurous Nitrate  
Methyl Iodide  
4,4-Methylenebis  
(2-methylaniline)  
Methylene Chloride  
a-Naphthylamine  
b-Naphthylamine  
Nicotine Sulfate  
Nitrobenzene  
4- Nitrobiphenyl  
Osmium Tetroxide  
Perchloric Acid  
Phosphorus (white and yellow)  
Picric Acid  
Potassium Cyanide  
Powdered metals  
Pyridine  
Radioactive compounds  
Silver Cyanide  
Sodium Arsenate  
Sodium Arsenite  
Sodium Azide  
Sodium Cyanide  
Tetrahydrofuran  
Thioacetimide  
Thiourea  
o-Toluidine  
Trichloroethylene  
Uranium and its compounds

## CLASS II CHEMICAL LIST RESTRICTED USAGE ITEMS

***Restricted Chemicals - Special Conditions Apply:*** Class II chemicals are to be used only for demonstration purposes, prepared and presented only by instructors who are familiar with their hazardous properties. These chemicals are to be purchased in small quantities only.

Acetylene, gas  
Aluminum Nitrate  
Ammonium Dichromate  
Ammonium Nitrate  
Antimony, metal  
Barfoed Reagent  
Barium Chlorate  
Barium Nitrate  
Barium Peroxide  
Barium Sulfide  
Bismuth Nitrate  
Bouin's Fluid  
Bromine Water  
Calcium, metal  
Calcium Carbide  
Calcium Nitrate  
Carbolic Acid (Phenol)  
Chromium Chloride, in solution  
Cobalt Nitrate  
Cobaltous nitrate  
Cupric (Copper) Nitrate  
Ethyl Acetate  
Ferric Nitrate  
Ferrous Sulfide  
Formic Acid  
Hayem's Solution  
Hydrogen (gas)  
Hydrogen Peroxide 4%-20%  
Hydrogen Sulfide  
Hydroquinone  
Lead Dioxide  
Lead Nitrate  
Lead Sulfide  
Lithium Nitrate  
Manganese Nitrate  
(Manganous)  
Magnesium Dioxide  
(Magnesium peroxide)

Magnesium Hydroxide  
Magnesium, Metal  
Magnesium Nitrate  
Methylene Iodide  
Nickel Nitrate  
Nickel Sulfate, crystals  
Oxygen (gas)  
Phthalic anhydride  
Phenol  
Phosphorus Pentoxide  
Potassium Chlorate  
Potassium Dichromate  
Potassium, Metal  
Potassium Nitrate  
Potassium Permanganate  
Potassium Sulfide  
Pyrogalllic Acid  
Resorcinol  
Silver Acetate  
Schiff Reagent  
Sodium Chlorate  
Sodium Dithionate  
(Sodium hydrosulfite)  
Sodium Metabisulfite  
Sodium, metal  
Sodium Nitrate  
Sodium Nitrite  
Sodium Permanganate  
Sodium Peroxide  
Sodium Sulfide  
Sodium Sulfide (anhydrous)  
Strontium Nitrate  
Titanium, metal  
Tungsten, metal  
Zinc, metal, dust (limit 4 oz)  
Zinc Nitrate  
Zirconium Nitrate

## CLASS III CHEMICAL LIST APPROVED ITEMS

Acacia (gum arabic)  
 Acetamide  
 Acetanilide  
 Acetic acid (glacial, limit 2 gals)  
 Aceto Carmine  
 Acetone  
 Aceto Orcein (Orcinol)  
 Adenine  
 Agar  
 Albumin  
 Alizarin Yellow  
 Alizarin Red (Red #1)  
 Alkaline-Iodide Sol'n #1  
 Alkaline-Iodide Sol'n #2  
 Alum  
 Aluminum Ammonium Sulfate  
 Aluminum Chloride, hydrated  
 Aluminum Chloride, anhydrous  
 Aluminum Hydroxide  
 Aluminum, metal  
 Aluminum Oxide  
 Aluminum Potassium Sulfate  
 Aluminum Sodium Sulfate  
 Aluminum Sulfate  
 Ammonia, liquid  
 Ammonium Acetate  
 Ammonium Bicarbonate  
 Ammonium Bromide  
 Ammonium Carbonate  
 Ammonium Chloride  
 Ammonium Citrate  
 Ammonium Hydroxide (limit 2 gals.)  
 Ammonium Iodide  
 Ammonium Metavanadate (Ammonium vanadate)  
 Ammonium Molybdate  
 Ammonium Oxalate  
 Ammonium Oxidate  
 Ammonium Persulfate  
 Ammonium Phosphate  
 Ammonium Sulfate  
 Ammonium Tartrate  
 Ammonium Thiocyanate  
 Amylase  
 N-amy Alcohol  
 Aniline Blue  
 Antimony Potassium Tartrate  
 Arabinose

Ascarite II  
 Ascorbic Acid  
 Balsam  
 Barium Acetate  
 Barium Carbonate  
 Barium Chloride  
 Barium Hydroxide  
 Barium Oxalate  
 Barium Oxide  
 Barium Sulfate  
 Beeswax  
 Benedict's Solution  
 Benzoic Acid  
 6- Benzylaminopurine  
 Solution  
 Bial salts  
 Bismuth Trichloride (Bismuth III chloride)  
 Biuret Reagent  
 Borax (Sodium Borate)  
 Boric Acid  
 Brilliant Green  
 Bromocresol Green  
 Bromocresol Purple  
 Bromophenol Blue  
 Bromothymol Blue  
 Buffer Solutions  
 Caffeine  
 Calcium Acetate  
 Calcium Bromide  
 Calcium Carbonate  
 Calcium Chloride  
 Calcium Fluoride  
 Calcium Hydroxide  
 Calcium Hypochlorite  
 Calcium Oxide  
 Calcium Phosphate  
 Calcium Sulfate  
 Camphor Gum  
 Carbofuchsin  
 Carbon  
 Carbon Dioxide(gas)  
 Carmine  
 Carrageenan  
 Casein  
 Catalase  
 Charcoal  
 Chloretone  
 Chlorionic Gonadatropin  
 Citric Acid  
 Clove Oil  
 Cobalt Chloride  
 Cobalt, Metal

Cobalt Sulfate  
 Congo Red  
 Copper, metal  
 Copper (cupric) Oxide  
 Cotton Seed Oil  
 Crystal Violet  
 Cupric Acetate  
 Cupric (Copper) Bromide  
 Cupric (Copper) Carbonate  
 Cupric (Copper) Chloride  
 Cupric (Copper) Sulfate  
 Cyclohexane  
 Deoxyribonucleic Acid  
 Dextrin Starch  
 Dextrose  
 Diastase of Malt  
 2,6 Dichloroindolephenol Sodium Salt  
 Digitonin  
 Dimethylglyxime  
 Dodecyl Sulfate, sodium salt (Sodium Dodecyl Sulfate)  
 Dowex  
 Ethylenediaminetetraamine (EDTA)  
 Eosin  
 Epsom Salt (Magnesium sulfate)  
 Erythorbic Acid  
 Erythrosine  
 Ethyl Alcohol  
 Ethylene Glycol  
 Fast Green  
 Fehling's Solution A  
 Fehling's Solution B  
 Ferric Acetate (Iron acetate)  
 Ferric Ammonium Acetate  
 Ferric Ammonium Citrate  
 Ferric Ammonium Sulfate  
 Ferric Chloride  
 Ferric Oxide  
 Ferric Phosphate  
 Ferric Sulfate  
 Ferrous Ammonium Sulfate  
 Ferrous Chloride  
 Ferrous Oxide  
 Ferrous Sulfate  
 Feulgen Stain  
 Flagella Stain  
 Flourescein  
 Fructose  
 Fuchsin

Gamborg's Vitamin Culture  
 Gelatin  
 Gentian Violet (Methyl violet)  
 Gibberellic Acid  
 Giemsa Stain  
 Glucose  
 Glutamic Acid  
 Glycerin (Glycerol-limit 2 pts.)  
 Gold Foil  
 Gram's Iodine Stain  
 Graphite  
 Guar Gum  
 Gum Tragacanth  
 Helium  
 Hematoxylin  
 Heptane  
 Hexane  
 Histidine  
 Hydrochloric Acid  
 Hydrogen Peroxide 3%  
 Indigo  
 Indigo Carmine  
 3-Indoleacetic Acid  
 Iodine  
 Iron Acetate  
 Iron Pyrite  
 Isobutyl Alcohol  
 Isopentyl Alcohol  
 Isopropyl Alcohol  
 Janus Green B  
 Kaolin  
 Kerosene  
 Lactic Acid  
 Lactose  
 Lanolin  
 Latex  
 Lauric Acid  
 Lead Carbonate  
 Lead Chloride  
 Lead Iodide  
 Lead, Metal  
 Lead Oxide  
 Lead Sulfate  
 Lime Water  
 Linseed Oil  
 Lithium Carbonate  
 Lithium Chloride  
 Lithium Hydroxide  
 Lithium Sulfate  
 Litmus  
 Loeffler's Flagella Stain



Logwood Extract (Hematin)  
 Lucite  
 Luminol  
 Lugol's Iodine  
 Lycopodium Powder  
 Lye  
 Magnesium Acetate  
 Magnesium Bromide  
 Magnesium Carbonate  
 Magnesium Chloride  
 Magnesium Hydroxide  
 Magnesium Oxide  
 Magnesium Sulfate  
 Magnesium Trisilicate  
 Malachite Green  
 Maleic Acid  
 Malic Acid  
 Maltose  
 Manganese, metal  
 Manganese Carbonate  
 (Manganous carbonate)  
 Manganese Dioxide  
 Manganese Sulfate  
 Manganous bromide  
 (Manganese bromide)  
 Manganous chloride  
 (Manganese chloride)  
 Manganous sulfate  
 Methyl Cellulose  
 Methylene Blue  
 Methyl Alcohol  
 Methyl Green  
 Methyl Orange  
 Methyl Red  
 Methyl Violet  
 Methyl Salicylate  
 Methyl Sulfoxide  
 (Dimethyl sulfoxide,  
 DMSO)  
 Mineral Oil  
 Molasses  
 Mono Chloroacetic Acid  
 Napthalene  
 a-Napthaleneacetic acid  
 Solution  
 1-Napthol  
 2-Napthol  
 Neutral Red Indicator  
 Nickel Chloride  
 Nicotinic Acid  
 Nigrosine Black  
 Ninhydrin  
 Nitric Acid- (limit 1 gal.)  
 Nitrogen  
 Nucleic Acid  
 Nuclei-stain  
 Oleic Acid  
 Olive Oil

Orange G  
 Orange IV  
 (Torpeolin OO)  
 Orcein Staining Solution  
 Oxalic Acid  
 Pancreatin  
 Paraffin  
 Peanut Oil  
 Pepsin Powder  
 Peptone  
 Petrolatum  
 Petroleum Ether  
 Phenol Red Indicator  
 Phenolphthalein  
 Phenyl Salicylate  
 Phloroglucin(ol)  
 Phosphoric Acid  
 Phytigel Plant culture  
 Pituitary Extract  
 Platinum, metal  
 Polyvinyl Alcohol  
 Potash, sulfurated  
 Potassium acetate  
 Potassium Bicarbonate  
 Potassium Binoxalate  
 Potassium Biphthalate  
 Potassium Bisulfate  
 Potassium Bitartrate  
 Potassium Bromate  
 Potassium Bromide  
 Potassium Carbonate  
 Potassium Chloride  
 Potassium Chromate  
 Potassium Chrome Alum  
 Potassium Citrate  
 Potassium Ferricyanide  
 Potassium Ferrocyanide  
 Potassium Fluoride  
 Potassium Hydrogen  
 Phthalate  
 Potassium Hydroxide  
 Potassium Iodate  
 Potassium Iodide  
 Potassium Metabisulfite  
 (Potassium pyrosulfate)  
 Potassium Nitrite  
 Potassium Oxalate  
 Potassium Oxide  
 Potassium Persulfate  
 Potassium Phosphate,  
 mono,di,tribasic  
 Potassium Sodium Tartrate  
 (Sodium potassium sulfate)  
 Potassium Sulfate  
 Potassium Tartrate  
 Potassium Tetraoxalate  
 Potassium Thiocyanate  
 Propane Gas

1-Propanol  
 n-Propionic Acid  
 Propyl Alcohol  
 Quinine Sulfate  
 Ringer's Solution  
 Rosin  
 Rosin Abietic Acid  
 Safranino  
 Salicylic Acid  
 Sesame Oil  
 Silicic Acid  
 Silica Gel  
 Silicon, metal  
 Silicon carbide  
 (Carborundum)  
 Silicone  
 Silver, metal  
 Silver Chloride  
 Silver Iodide  
 Silver Nitrate  
 Silver Sulfate  
 Soda Lime (sodasorb)  
 Sodium Acetate  
 Sodium Alginate  
 Sodium Bicarbonate  
 Sodium Bismuthate  
 Sodium Bisulfate  
 (Sodium Hydrogen Sulfate)  
 Sodium Bisulfite  
 Sodium Borate  
 Sodium Bromide  
 Sodium Carbonate  
 Sodium Chloride  
 Sodium Chromate  
 Sodium Citrate  
 Sodium Ferrocyanide  
 Sodium Fluoride  
 Sodium Hydroxide  
 Sodium Hypochlorite  
 Sodium Iodate  
 Sodium Iodide  
 Sodium Lauryl Sulfate  
 Sodium Metabisulfite  
 Sodium Metaphosphate  
 Sodium Molybdate  
 Sodium Oxalate  
 Sodium Perborate  
 Sodium Phosphate  
 Sodium Salicylate  
 Sodium Silicate  
 Sodium Silicofluoride  
 (Sodium fluorosilicate)  
 Sodium Sulfate  
 Sodium Sulfite  
 Sodium Tartrate  
 Sodium Tetraborate  
 (Sodium borate)  
 Sodium Thiocyanate

Sodium Thiosulfate  
 (Sodium hyposulfite)  
 Sodium Tungstate  
 Stannic Chloride  
 Stannic Oxide  
 Stannous Chloride  
 Starch, potato  
 Stearic Acid  
 Strontium  
 Strontium Bromide  
 Strontium Chloride  
 Succinic Acid  
 Sucrose  
 Sudan Black B  
 Sudan III  
 Sudan IV  
 Sulfamic Acid  
 Sulfanilic Acid  
 Sulfur (limit 5 lbs)  
 Sulfur Black Dye  
 Sulfur Blue Dye  
 Sulfur Yellow Dye  
 Sulfuric Acid (limit 2 gals.)  
 Tannic Acid  
 Tartaric Acid  
 Terpeneol  
 Thymol Blue  
 Thyroxine  
 Tin, metal  
 Titanium Dioxide  
 Toluene  
 Toluidine Blue  
 Triethanolamine  
 Triphenyl Terazolium Chloride  
 Trisodium Phosphate (TSP)  
 Triton X, wetting agent  
 Trypsin  
 Turmeric Powder  
 Turpentine  
 Ultra Marine Blue  
 Universal Indicator  
 Urea  
 Vegetable Oil  
 Winkler's solution #1  
 Winkler's solution #2  
 Wood's Metal  
 Wright's Stain Solution  
 Xanthanol  
 Xylene  
 Yeast  
 Zeolite  
 Zinc Acetate  
 Zinc Carbonate  
 Zinc Chloride  
 Zinc, metal (mossy)  
 Zinc Sulfate

November 2, 2018

**NO. GD19-0545-03**  
**CLASSROOM SCIENCE, TECHNOLOGY, ART AND MATH (STEAM) SUPPLIES**

**ADDENDUM NO. 1**

The following questions have been submitted for the above referenced Solicitation:

Q1. In regards to page 17 #34 Online ordering capability, would you be using either cXML or OCI for your ecommerce punch-out?

**A1: If your company (Vendor) is approved for punch-out functionality through the District's PeopleSoft system, the District would be using cXML.**

Q2. Are we able to submit any deviations or exceptions to the terms and conditions if needed, for your review and possible approval? Or, do we need to agree to all terms as stated in order to participate in the bid?

**A2. Bidder may submit exceptions to the terms and conditions noted in the bid for District's review and possible approval. These exceptions must be clearly identified on company letterhead as a separate attachment titled "Exceptions to Terms and Conditions for GD19-0545-03" and shall note the page(s) and section number of the Terms and Condition(s) you are taking exception to along with the reason for the requested exception.**

For clarification, page 6, item 11, states:

**MODIFICATIONS TO BID/CONTRACT DOCUMENTS**

**Any modification, qualification, exception, or change made to the District's terms, instructions, conditions, specifications, or agreement shall be grounds for rejection of bid.**

**This condition is relevant to bidders modifying the District's Bid/Contract advertised package.**

Q3. On page 11, section 3 it states the bidder shall identify the highest percentage off discount catalog for each category for Lot One. Depending on the item's specifications, the discount maybe a varying percentage (for example anywhere from 12%-35% off catalog list price). Based on your directions we would state the highest discount at 35% on the quotation sheet. Then does the bidder note the varying percentages under exceptions column. Traditionally we also send a letter which fully outlines our offer and any exceptions. If under the exceptions area I enter "please see attached letter" will that be sufficient to prompt a review of the letter?

**A3. Bidder may state the exception and/or variation to their percentage off discount specified on the line item by stating the category and exception to the bid line item number on the Quotation Sheet provided; or submit a letter on company letter head detailing the exceptions to percentage off discount for the varying line item and or category.**

Q4. Specifications, Page S 1, #6 Discounts: Are we able to submit an Excel price file with the list price and discounted price with our bid submission? Or, do you need a file after the bid is awarded? We will be submitting our catalogs and website information with our submission for product reference.

**A4. No, the District will not accept an Excel price file with the list price and discounted price with your bid submission. The Bidder must submit a current published catalog(s) with the year and the identifying catalog number with their bid. Additional attachments for information such as website information must be on company letter head.**

Q5. On our copy of the sample agreement, it has "Sample" shadowed across the document. Is this the copy you would like us to return, or would you prefer this to be completed on a different copy?

**A5. Bidders must initial page E 14, section 11, Electronic Signatures, of the Sample Agreement included in the Invitation to Bid, and must return all pages of the Sample Agreement, to the District, together with the Bid Proposal form and completed Quotation Sheet(s).**

**The document will have SAMPLE shadowed across it as the Bidder shall submit an initialed copy of the Sample Agreement as included in the Invitation to Bid.**

Q6. **Part A:** In my understanding, Lot 1 will be awarded to multiple vendors, not the highest discounted vendor per category, correct? **Part B:** Are we able to add additional manufacturers in Lot 2, or would they be covered under Lot 1?

**A6. Part 1: Yes. Lot 1 will be awarded to vendors with the highest % discount off catalog category noted on the Quotation Sheet. Part 2: Yes. Bidder may submit additional manufacturers on company letterhead as an attachment to the Quotation Sheet referring to Lot 2.**

Q7. Regarding Lot 2, the % off discount: We only provide a discount based on our current company catalog List Price not the Manufacturer List price by Brand. Will you accept this pricing based off our current catalog list price and not the manufacturer list price?

**A7. Bidder shall submit their highest % discount off catalog under Lot 1.**

Q8. Can the Vendor's list be prioritized based on highest priority to least important?

**A8. There is no document titled Vendor's List associated to the Bid.**

Q9. Can the Vendor's list have a product request list?

**A9. There is no document titled Vendor's list associated to the Bid.**

Q10. What is the annual unit volume, annual \$ spend per item?

**A10. The Quotation Sheet (Exhibit A) does not call for a bid on particular items.**

Q11. What is the timeline for request of bid and for first delivery of items?

**A11. The bid is due on November 9, 2018 by 2pm PST; Board of Education award date is anticipated for December 11, 2018; Orders will be issued after a contract is fully-executed at Board award.**

Q12. Is this a drop ship/warehouse request or non-code?

**A12. Shipments of orders placed against the Vendor's contract will depend on how the Vendor is established within the district's PeopleSoft system. This will vary by Vendor.**

Q13. If there is a vendor branded items would a private branded alternative be acceptable - if specs are the same or better?

**A13. The Quotation Sheet does not specify particular items. If the Bidder desires to add another Brand/Manufacturer to Lot #2, it must be added as an attachment on company letterhead to the Quotation Sheet.**

Q14. What is the age group for items on bids?

**A14. The Quotation Sheet does not call out items. The categories (STEAM) cover products for grades K-12.**

Q15. Can the term of STEAM items be more identified by age group and Science, tech, etc.?

**A15. No. The STEAM educational approach is instituted in grades K-12 throughout the District.**

**\*\*\* This notice of Addendum 1 must be signed, dated and returned with the Vendors' Bid Proposals by November 9, 2018 at 2pm. \*\*\***

Company Name: Lakeshore Learning Materials

Company Representative:  / Audrey Lopez  
Signature Print

Title: Bid Analyst Date: 11/2/2018

Email: biddept@lakeshorelearning.com

Client#: 437700

LAKESEQUIP

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2018

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).

<b>PRODUCER</b> Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656		<b>CONTACT NAME:</b> Nick Newell <b>PHONE (A/C, No, Ext):</b> 949-425-7312 <b>E-MAIL ADDRESS:</b> Nick.Newell@MarshMMA.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Lakeshore Equipment Company 2695 E. Dominguez Street Carson, CA 90895		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Fire Insurance Company	
		<b>INSURER B:</b> Sentry Casualty Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
		<b>NAIC #</b> 19682 28460	

**COVERAGES** **CERTIFICATE NUMBER:** **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 SUBR INSR 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 \$10K (Prem Liab) <input checked="" type="checkbox"/> SIR \$500K All Other GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		72EC50F7567	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		72UUNVK0890	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
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 Y	901691002	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE 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

San Diego Unified School District, its Board of Education, and its officers, officials, employees,  
 (See Attached Descriptions)

**CERTIFICATE HOLDER**

San Diego Unified School  
 District  
 2351 Cardinal Lane, Building M  
 (West Door)  
 San Diego, CA 92123-0000

**CANCELLATION**

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

*Nick Newell*

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## DESCRIPTIONS (Continued from Page 1)

consultants and volunteers are named as additional insured, where required by written contract, per the attached. This insurance is primary and non-contributory.

**BUSINESS TAX CERTIFICATE****CITY OF CARSON**

The person, firm or corporation below named has paid to the City of Carson the required tax and is hereby granted license to engage in, carry on or conduct, in the City of Carson, California, the business, calling, vocation, profession, trade, occupation, exhibition, show or enterprise described below at the location shown and the period indicated.

**BUSINESS NAME:** LAKESHORE LEARNING MATERIALS

**BUSINESS LOCATION:** 2695 E DOMINGUEZ ST CARSON, CA 90810-1001

**BUSINESS OWNER:** LAKESHORE EQUIPMENT COMPANY INC

**BUSINESS CLASS NO.:** 077

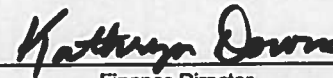
**DESCRIPTION:** BOOKS

LAKESHORE LEARNING MATERIALS  
TOYS TO GROW ON  
2695 E DOMINGUEZ ST  
CARSON, CA 90810-1001

**Business License Number:** 012832A

**Effective Date:** December 01, 2017

**Expiration Date:** November 30, 2018



Finance Director

**NOT TRANSFERABLE**

**TO BE POSTED IN A CONSPICUOUS PLACE**

**State of California**  
**Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:**

LAKESHORE EQUIPMENT COMPANY

**FILE NUMBER:** C0428018  
**FORMATION DATE:** 02/14/1962  
**TYPE:** DOMESTIC CORPORATION  
**JURISDICTION:** CALIFORNIA  
**STATUS:** ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

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



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of February 12, 2016.

A handwritten signature in black ink, appearing to read "Alex Padilla".

**ALEX PADILLA**  
**Secretary of State**





2695 E. Dominguez St. • Carson, CA 90895 • (800) 421-5354 • Fax (310) 537-7990  
[www.lakeshorelearning.com](http://www.lakeshorelearning.com)

### SECRETARY'S CERTIFICATE

The undersigned, David Bo Kaplan, being the duly elected and acting Assistant Secretary of Lakeshore Equipment Company, a California corporation (the "Corporation"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Directors of the Corporation by unanimous written consent on July 1, 2017; and that said resolution has not been amended or repealed and is still in full force and effect:

THEREFORE, BE IT RESOLVED that Tyler Domski, be, and he hereby is, appointed and designated as Bid Director, Loretta Yogi, be, and she hereby is, appointed and designated as Bid Manager, Rafael Muro, be, and he hereby is, appointed and designated as Bid Supervisor, Tery Amaya, be, and she hereby is, appointed and designated as Lead Bid Analyst, Audrey Lopez, be, and she hereby is, appointed and designated as Bid Analyst, and Amanda Henderson, be, and she hereby is, appointed and designated as Bid Coordinator of the Corporation, all with full power and authority to act in the name and on behalf of the Corporation in all negotiations, concerns and transactions with third parties, their employees or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the Corporation's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Corporation.

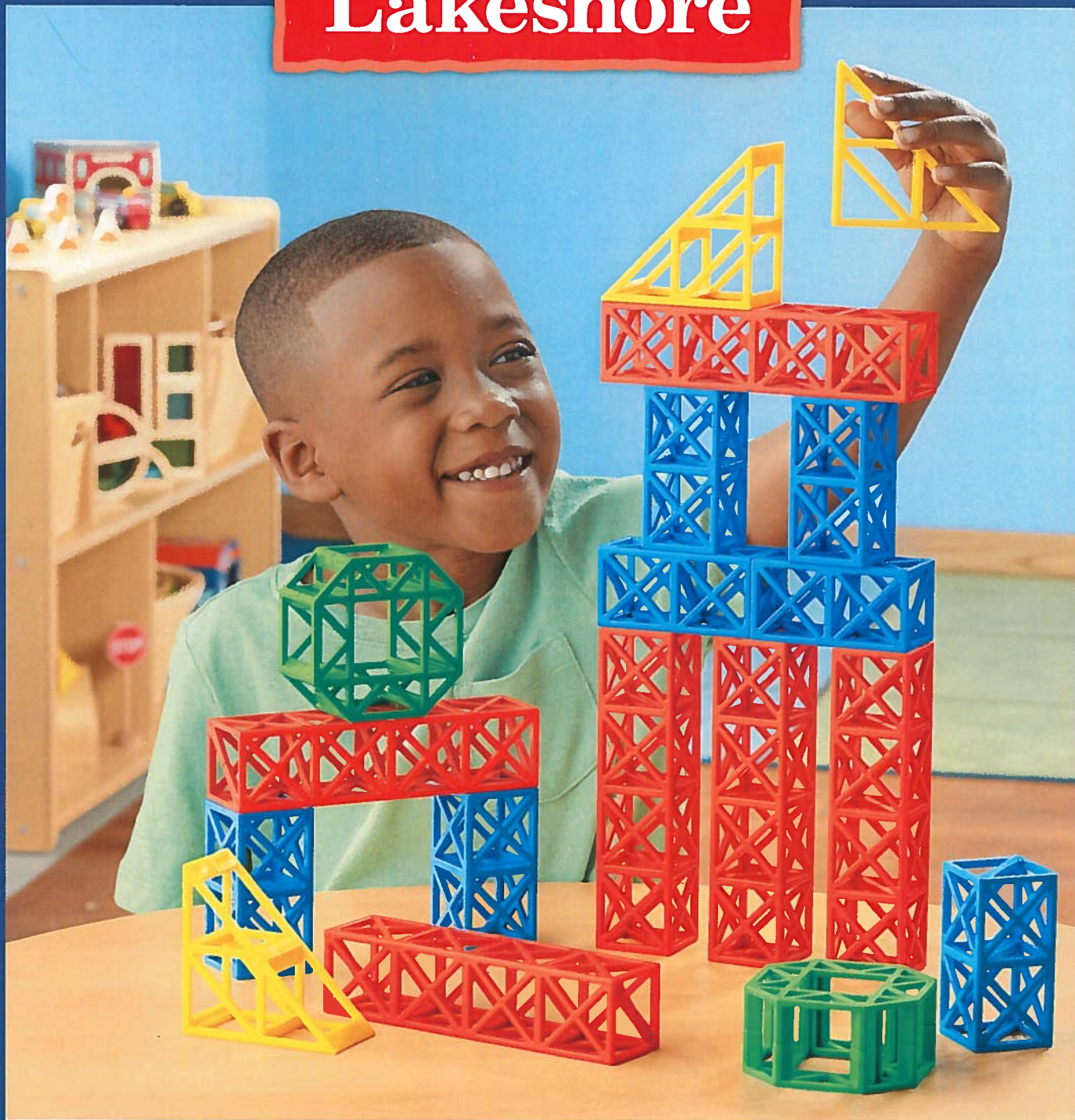
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 1<sup>st</sup> day of November, 2018.

X

---

David Bo Kaplan  
Assistant Secretary

**Lakeshore®**



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**Quality. Service. Value.**

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# Visit Our Stores!

For maps to store locations, visit us online:

**LakeshoreLearning.com**



## Arizona

**Paradise Valley**  
4727 E. Bell Rd.  
Phoenix, AZ 85032  
(602) 482-7900

**Phoenix**  
4819 E. Ray Rd.  
Phoenix, AZ 85044  
(480) 940-7700

## California

& outlet

**Carson**  
2695 E. Dominguez St.  
Carson, CA 90895  
(310) 537-4778

**Fountain Valley**  
18679 Brookhurst St.  
Fountain Valley, CA 92708  
(714) 963-8255

**Laguna Hills**  
23501 Avenida de la Carlota  
Laguna Hills, CA 92653  
(949) 462-9353

**Murrieta**  
24420 Village Walk Pl.  
Murrieta, CA 92562  
(951) 461-1352

**Northridge**  
17072 Devonshire St.  
Northridge, CA 91325  
(818) 366-4105

**Pasadena**  
3848 E. Foothill Blvd.  
Pasadena, CA 91107  
(626) 356-3848

**Roseville**  
1850 Douglas Blvd.  
Roseville, CA 95661  
(916) 774-4304

**San Bernardino**  
898 E. Harriman Pl.  
San Bernardino, CA 92408  
(909) 890-1222

**San Diego**  
7510 Hazard Center Dr.  
San Diego, CA 92108  
(619) 297-8494

**San Jose**  
1099 S. Bascom Ave.  
San Jose, CA 95128  
(408) 998-0794

**San Leandro** & outlet  
1144 Montague Ave.  
San Leandro, CA 94577  
(510) 483-9750

## California (cont.)

**San Marcos**  
702 Center Dr.  
San Marcos, CA 92069  
(760) 504-0292

**Upland**  
125 N. Mountain Ave.  
Upland, CA 91786  
(909) 985-9945

**Ventura**  
4705 Telephone Rd.  
Ventura, CA 93003  
(805) 289-1550

**Walnut Creek**  
1929 Mt. Diablo Blvd.  
Walnut Creek, CA 94596  
(925) 944-1495

**West Los Angeles**  
8888 Venice Blvd.  
Los Angeles, CA 90034  
(310) 559-9630

## Colorado

**Littleton**  
8680A Park Meadows  
Center Dr.  
Littleton, CO 80124  
(303) 768-8484

## Connecticut

**Hamden**  
2335 Dixwell Ave.  
Hamden, CT 06514  
(203) 287-0900

## Florida

**Fern Park**  
335 E. State Road 436  
Fern Park, FL 32730  
(407) 260-5531

**Tampa**  
4501 W. Kennedy Blvd.  
Tampa, FL 33609  
(813) 207-0468

## Georgia

**East Cobb**  
4287 Roswell Rd.  
Marietta, GA 30062  
(770) 578-3100

## Idaho

**Boise**  
417 N. Milwaukee St.  
Boise, ID 83704  
(208) 377-1855

## Illinois

**Chicago**  
2255 W. 95th St.  
Chicago, IL 60643  
(773) 233-9210

**Orland Park**  
15780 S. La Grange Rd.  
Orland Park, IL 60462  
(708) 403-6300

**Palatine**  
1403 N. Rand Rd.  
Palatine, IL 60074  
(847) 705-5052

## Indiana

**Indianapolis**  
1300 E. 86th St.  
Indianapolis, IN 46240  
(317) 574-0304

## Kansas

**Merriam**  
5670 Antioch Rd.  
Merriam, KS 66202  
(913) 432-3998

## Maryland

**Towson**  
1620 E. Joppa Rd.  
Towson, MD 21286  
(410) 296-5888

## Massachusetts

**Newton**  
230 Needham St.  
Newton, MA 02464  
(617) 969-1171

**Saugus**  
352E Broadway  
Saugus, MA 01906  
(781) 233-3770

## Michigan

**Sterling Heights**  
12210 Hall Rd.  
Sterling Heights, MI 48313  
(586) 803-1435

## Minnesota

**Maplewood**  
1721 Beam Ave.  
Maplewood, MN 55109  
(651) 777-0650

**St. Louis Park**  
5699 W. 16th St.  
St. Louis Park, MN 55416  
(952) 541-0991

## Nebraska

**Omaha**  
12005 W. Center Rd.  
Omaha, NE 68144  
(402) 334-4466

## Nevada

**Henderson**  
1243 W. Warm Springs Rd.  
Henderson, NV 89014  
(702) 396-2890

## New Jersey

**Cherry Hill**  
2020 Marlton Pike West  
Cherry Hill, NJ 08002  
(856) 910-0888

**East Brunswick**  
275 State Route 18  
East Brunswick, NJ 08816  
(732) 967-8585

**Hackensack**  
449 Essex St.  
Hackensack, NJ 07601  
(201) 441-9214

## New Mexico

**Albuquerque**  
6646 Indian School Rd. N.E.  
Albuquerque, NM 87110  
(505) 884-4866

## New York

**New Hyde Park**  
2079 Hillside Ave.  
New Hyde Park, NY 11040  
(516) 616-9360

**Scarsdale**  
969A Central Park Ave.  
Scarsdale, NY 10583  
(914) 472-1820

## North Carolina

**Matthews**  
10005 E. Independence Blvd.  
Matthews, NC 28105  
(704) 849-2370

## Ohio

**Cleveland**  
27500 Chagrin Blvd.  
Beachwood, OH 44122  
(216) 378-9488

**Columbus**  
2148 Polaris Parkway  
Columbus, OH 43240  
(614) 846-1710

## Oklahoma

**Oklahoma City**  
6300 N. May Ave.  
Oklahoma City, OK 73112  
(405) 858-8778

## Oregon

**Lake Oswego**  
16901 S.W. 65th Ave.  
Lake Oswego, OR 97035  
(503) 620-9888

## Pennsylvania

**King of Prussia**  
340 W. DeKalb Pike  
King of Prussia, PA 19406  
(610) 354-0551

## Rhode Island

**Cranston**  
1400 Oaklawn Ave.  
Cranston, RI 02920  
(401) 463-8800

## Texas

**Austin**  
9828 Great Hills Trail  
Austin, TX 78759  
(512) 241-2885

**Dallas**  
14060 N. Dallas Pkwy.  
Dallas, TX 75240  
(972) 934-8866

## Texas (cont.)

**Friendswood**  
19032 Gulf Fwy.  
Friendswood, TX 77546  
(281) 461-6263

**Houston**  
2405 Post Oak Blvd.  
Houston, TX 77056  
(713) 355-1893

**McAllen**  
1316 E. Expressway 83  
McAllen, TX 78503  
(956) 618-0225

**San Antonio**  
327 N.W. Loop 410  
San Antonio, TX 78216  
(210) 340-0504

**The Woodlands**  
19075 Interstate 45 South  
Shenandoah, TX 77385  
(936) 271-3585

## Utah

**Salt Lake City**  
5480 South 900 East  
Salt Lake City, UT 84117  
(801) 268-2224

## Virginia

**Alexandria**  
7009-A Manchester Blvd.  
Alexandria, VA 22310  
(703) 719-0202

## Washington

**Bellevue**  
11027 N.E. 4th St.  
Bellevue, WA 98004  
(425) 462-8076

**Lakeshore**  
LEARNING STORE



**BID PROPOSAL**

TO: **SAN DIEGO UNIFIED SCHOOL DISTRICT**, a California Public School District, acting by and through its Board of Education ("the District").

FROM: Lakeshore Learning Materials  
(Name of Bidder)  
2695 E. Dominguez Street  
(Address)  
Carson, CA 90895  
(City, State, Zip Code)  
(800) 421-5354  
(Telephone/Fax)  
biddept@lakeshorelearning.com  
(E-mail Address)

Audrey Lopez  
(Name(s) of Bidder's Authorized Representative(s))

**Bid Proposal**

**Bid Proposal Amount.** Pursuant to and in compliance with the Notice to Bidders, the Instructions to Bidders and the other documents relating thereto, the undersigned Bidder having reviewed the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Sample Agreement and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the goods necessary to perform the Contract described as:

**GD19-0545-03 CLASSROOM SCIENCE, TECHNOLOGY, ENGINEERING, ART, and MATH (STEAM) SUPPLIES**

in accordance with the Contract Documents as set forth above as follows:

**Method of Determining Highest % Discount of Bidder:** Multiple responsive, responsible Bidders with the highest vendor percentage discount off catalog category under Lot One (1) and to the highest vendor percentage discount off brand/manufacturer Bid Line Items under Lot Two (2).

**Acknowledgment of Bid Addenda:** In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

N/A No Addenda Issued  
(initial)

(initial) Addenda Nos. 1 received, acknowledged and incorporated into this Bid Proposal.



**San Diego Unified**  
SCHOOL DISTRICT

**Sheryl Hauser**  
Sr. Buyer  
Strategic Sourcing and Contracts Department  
P: 858-522-5851  
Shauser2@sandi.net

November 2, 2018

**NO. GD19-0545-03**  
**CLASSROOM SCIENCE, TECHNOLOGY, ART AND MATH (STEAM) SUPPLIES**

**ADDENDUM NO. 1**

The following questions have been submitted for the above referenced Solicitation:

Q1. In regards to page 17 #34 Online ordering capability, would you be using either cXML or OCI for your ecommerce punch-out?

**A1: If your company (Vendor) is approved for punch-out functionality through the District's PeopleSoft system, the District would be using cXML.**

Q2. Are we able to submit any deviations or exceptions to the terms and conditions if needed, for your review and possible approval? Or, do we need to agree to all terms as stated in order to participate in the bid?

**A2. Bidder may submit exceptions to the terms and conditions noted in the bid for District's review and possible approval. These exceptions must be clearly identified on company letterhead as a separate attachment titled "Exceptions to Terms and Conditions for GD19-0545-03" and shall note the page(s) and section number of the Terms and Condition(s) you are taking exception to along with the reason for the requested exception.**

For clarification, page 6, item 11, states:

**MODIFICATIONS TO BID/CONTRACT DOCUMENTS**

**Any modification, qualification, exception, or change made to the District's terms, instructions, conditions, specifications, or agreement shall be grounds for rejection of bid.**

**This condition is relevant to bidders modifying the District's Bid/Contract advertised package.**

Q3. On page 11, section 3 it states the bidder shall identify the highest percentage off discount catalog for each category for Lot One. Depending on the item's specifications, the discount maybe a varying percentage (for example anywhere from 12%-35% off catalog list price). Based on your directions we would state the highest discount at 35% on the quotation sheet. Then does the bidder note the varying percentages under exceptions column. Traditionally we also send a letter which fully outlines our offer and any exceptions. If under the exceptions area I enter "please see attached letter" will that be sufficient to prompt a review of the letter?

**A3. Bidder may state the exception and/or variation to their percentage off discount specified on the line item by stating the category and exception to the bid line item number on the Quotation Sheet provided; or submit a letter on company letter head detailing the exceptions to percentage off discount for the varying line item and or category.**

Q4. Specifications, Page S 1, #6 Discounts: Are we able to submit an Excel price file with the list price and discounted price with our bid submission? Or, do you need a file after the bid is awarded? We will be submitting our catalogs and website information with our submission for product reference.

**A4. No, the District will not accept an Excel price file with the list price and discounted price with your bid submission. The Bidder must submit a current published catalog(s) with the year and the identifying catalog number with their bid. Additional attachments for information such as website information must be on company letter head.**

Q5. On our copy of the sample agreement, it has "Sample" shadowed across the document. Is this the copy you would like us to return, or would you prefer this to be completed on a different copy?

**A5. Bidders must initial page E 14, section 11, Electronic Signatures, of the Sample Agreement included in the Invitation to Bid, and must return all pages of the Sample Agreement, to the District, together with the Bid Proposal form and completed Quotation Sheet(s).**

**The document will have SAMPLE shadowed across it as the Bidder shall submit an initialed copy of the Sample Agreement as included in the Invitation to Bid.**

Q6. **Part A:** In my understanding, Lot 1 will be awarded to multiple vendors, not the highest discounted vendor per category, correct? **Part B:** Are we able to add additional manufacturers in Lot 2, or would they be covered under Lot 1?

**A6. Part 1: Yes. Lot 1 will be awarded to vendors with the highest % discount off catalog category noted on the Quotation Sheet. Part 2: Yes. Bidder may submit additional manufacturers on company letterhead as an attachment to the Quotation Sheet referring to Lot 2.**

Q7. Regarding Lot 2, the % off discount: We only provide a discount based on our current company catalog List Price not the Manufacturer List price by Brand. Will you accept this pricing based off our current catalog list price and not the manufacturer list price?

**A7. Bidder shall submit their highest % discount off catalog under Lot 1.**

Q8. Can the Vendor's list be prioritized based on highest priority to least important?

**A8. There is no document titled Vendor's List associated to the Bid.**

Q9. Can the Vendor's list have a product request list?

**A9. There is no document titled Vendor's list associated to the Bid.**

Q10. What is the annual unit volume, annual \$ spend per item?

**A10. The Quotation Sheet (Exhibit A) does not call for a bid on particular items.**

Q11. What is the timeline for request of bid and for first delivery of items?

**A11. The bid is due on November 9, 2018 by 2pm PST; Board of Education award date is anticipated for December 11, 2018; Orders will be issued after a contract is fully-executed at Board award.**

Q12. Is this a drop ship/warehouse request or non-code?

**A12. Shipments of orders placed against the Vendor's contract will depend on how the Vendor is established within the district's PeopleSoft system. This will vary by Vendor.**

Q13. If there is a vendor branded items would a private branded alternative be acceptable - if specs are the same or better?

**A13. The Quotation Sheet does not specify particular items. If the Bidder desires to add another Brand/Manufacturer to Lot #2, it must be added as an attachment on company letterhead to the Quotation Sheet.**

Q14. What is the age group for items on bids?

**A14. The Quotation Sheet does not call out items. The categories (STEAM) cover products for grades K-12.**

Q15. Can the term of STEAM items be more identified by age group and Science, tech, etc.?

**A15. No. The STEAM educational approach is instituted in grades K-12 throughout the District.**

**\*\*\* This notice of Addendum 1 must be signed, dated and returned with the Vendors' Bid Proposals by November 9, 2018 at 2pm. \*\*\***

Company Name: Lakeshore Learning Materials

Company Representative:  / Audrey Lopez  
Signature Print

Title: Bid Analyst Date: 11/2/2018

Email: biddept@lakeshorelearning.com