

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

| | | |
|------------------------------|-----------------------|--------------------------------------|
| LAKESHORE LEARNING MATERIALS | DATE ISSUED: | 01/23/2019 |
| 2695 EAST DOMINGUEZ STREET | CURRENT REFERENCE NO: | 19-142-R |
| CARSON, CALIFORNIA 90895 | CONTRACT TITLE: | ARTS, CRAFTS & CLASSROOM SUPPLIES |

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-142-R including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: 06/14/2019

RENEWALS: FOUR (4) ONE (1) YEAR RENEWAL OPTIONS FROM 06/15/2019 TO 06/14/2023

COMMODITY CODE(S): 96731

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 19-142-R

ATTACHMENT A – LOUDOUN COUNTY, VIRGINIA RFQ-7763

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CHELSEA GAYDEN

VENDOR TEL. NO.:

(800) 421-5354 #2936

EMAIL ADDRESS: CGAYDEN@LAKESHORELEARNING.COM

COUNTY CONTACT: STEVE ARTLEY (DPR)

COUNTY TEL. NO.:

(703) 228-3319

COUNTY CONTACT EMAIL: SARTLE@ARLINGTONVA.US

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 19-142-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Lakeshore Equipment Co. dba Lakeshore Learning Materials ("Contractor"), a California foreign corporation with a place of business at 2695 East Dominguez Street, Carson, California 90895 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A County of Loudoun, Virginia Contract No. RFQ 7763-C, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by County of Loudoun, Virginia and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with County of Loudoun, Virginia, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase "County of Loudoun, Virginia" or "Loudoun County" wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County, and shall be completed no later than June 14, 2019 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer. This Agreement includes the ability to renew for four (4) twelve (12) month periods, from June 15, 2019 to June 14, 2023.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered

shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide Arts, Crafts & Classroom Supplies.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

5. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

6. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

9. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

11. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

12. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it,

together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

13. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

14. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

15. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Audrey Lopez
Lakeshore Learning Materials
2695 East Dominguez Street
Carson, California 90895

Contact Information for the Department of Parks and Recreation

Steve Artley, Project Officer
Arlington County, Virginia
3829 North Stafford Street
Arlington, Virginia 22207

AND

Contact Information for Arlington County (Legal Authorization):

Lucas Alexander, Procurement Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

16. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

17. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an “Acord” certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: Lucas Alexander

NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER

DATE: 01/23/2019

LAKESHORE LEARNING MATERIALS

AUTHORIZED
SIGNATURE: Chelsea Gayden

NAME AND
TITLE: Chelsea Gayden, Bid Analyst

DATE: 1/11/2019

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 15th day of June, 2018, by and between the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County", and **LAKESHORE EQUIPMENT COMPANY DBA LAKESHORE LEARNING MATERIALS** hereinafter referred to as the "Contractor" (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide Arts, Crafts & Classroom Supplies services in accordance with the following, in order of precedence: this Agreement for Service ("Agreement" or "Contract"); the Contractor's proposal dated April 3, 2018 (Exhibit I); and the County's Request for Proposal dated March 15, 2018 (including all addenda) (incorporated by reference) (Exhibit II). In the event that Exhibits I and II contradict or limit this Agreement for Service, this Agreement shall prevail.

No representations, arrangements, understandings or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

1.0 SCOPE OF SERVICES

The Contractor shall:

1.1 General Performance Task

- A. Provide sufficient quantities of catalogs to service all County customers either in hard copy or online. Additional catalogs as requested by the County shall be furnished at no charge.
- B. Notify the County's Contract Administrator of new product listings during the course of the Contract when new products are added to the Contractor's sources of supply.
- C. Maintain adequate supply of items to provide uninterrupted delivery. The Contractor shall notify the County immediately if items are not available. Back ordered items will not be accepted unless approved by the County.
- D. Accept all orders without restriction as to dollar value, quantity or delivery location via internet, telephone, facsimile, e-mail or mail.
- E. Provide invoices per each order.
- F. Supply and deliver items as specified *within three (3) days after*

receipt of order. Substitutions shall not be allowed without prior approval from the original requestor.

- G. Resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five (5) calendar days from notification.
- H. Pick up all products to be returned because of quality problems, duplicated shipments, outdated product etc., within seventy-two (72) hours after notification with no restocking charge. The Contractor shall either replace the returned products with like products or refund the County the full purchase price.
- I. Provide a single sales representative who is knowledgeable and responsive to the customer needs.
- J. Upon the award of this contract, the Contractor shall participate in a Kickoff Meeting hosted by the Contract Administrator to discuss contract requirements and the transition process.

1.2 Invoicing Format

- A. All invoices shall contain the following information:
 - Vendor Name and Address
 - County Department
 - Purchase Order Number (if required or applicable)
 - Contract (Individual placing order)
 - Description
 - Discount (Percentage - %)
 - Unit Cost/List Price
 - Unit of Measure
 - Extended Amount
 - Total Amount (After Discount)
 - Cost Center Code (Multiple if necessary)
 - Order Date
 - Delivery Date and Location

1.3 Reporting Requirements

The Contractor shall furnish on a quarterly basis a report indicating total dollar volume of purchases made and the total number of each item ordered by EACH cost center code.

1.4 Delivery Requirements

All orders shall be accepted by the Contractor Monday through Friday 8:00 a.m. to 3:30 p.m. except legal holidays. All orders processed via internet,

mail, facsimile, e-mail or telephone, shall be delivered to the specified destination within three (3) business days after receipt of order. All orders shall be FOB Destination, Freight Included; there shall be no additional charge for inside delivery. All orders shall be complete and labeled with PO number, program name, and index code, and packaged adequately to assure safe handling and proper delivery.

1.5 Training and Support

The Contractor shall make available, at no additional cost, start-up and on-going training and support assistance for personnel. This shall include on-site training for central office staff, assisting in setting up data files, trouble shooting at the sites at start-up, provision of training guides and manuals, free telephone consultations, and product demonstrations.

1.6 Rights of the County

In the event that the requested item(s) is not in stock or if the Contractor is unable to deliver the requested item(s), the County reserves the right to purchase the item(s) from other sources.

2.0 **TERMS AND CONDITIONS**

2.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

2.2 Term

The Contract shall cover the period from June 15, 2018 through June 14, 2019.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same negotiated discounts, terms and conditions as the initial term.

The Contractor shall agree to hold all catalog discounts and prices listed in Attachment A firm for at least the first year of the contract. The Contractor shall notify the County at least 90 ninety days prior to the end of the contract period to request any type of price or discount adjustment. Upon receipt of the request, the County shall make a determination to approve or reject the Contractor's request.

2.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

2.4 Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Safety Data Sheet (SDS) when received. This SDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the SDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

2.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

2.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

2.7 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with

the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

| | |
|-------------|-----------|
| Coverage A: | Statutory |
| Coverage B: | \$100,000 |
2. General Liability:

| | |
|---|-------------|
| Per Occurrence: | \$1,000,000 |
| Personal/Advertising Injury: | \$1,000,000 |
| General Aggregate: | \$2,000,000 |
| Products/Completed Operations: aggregate | \$2,000,000 |
| Fire Damage Legal Liability: | \$100,000 |

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis
3. Automobile Liability:

| | |
|------------------------|-------------|
| Combined Single Limit: | \$1,000,000 |
|------------------------|-------------|

- D. The following provisions shall be agreed to by the Contractor:
1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 2. Liability Insurance "Claims Made" basis:
If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
 4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder

surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

2.8 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their

employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

2.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

2.10 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

2.11 Notice of Required Disability Legislation Compliance

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

2.12 Ethics in Public Contracting

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

2.13 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.14 Drug-free Workplace

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions

of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

2.15 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

2.16 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

2.17 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

2.18 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

2.19 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times.

2.20 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

2.21 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of Parks, Recreation & Community Services
20145 Ashbrook Place,
Suite 170
Ashburn, VA 20147
Attn: Guinne Gee

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

2.22 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

2.23 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

2.24 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

2.25 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

2.26 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

2.27 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the

Commonwealth of Virginia, County of Loudoun.. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

2.28 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

Lakeshore Equipment Company
dba Lakeshore Learning Materials
2695 E. Dominguez Street
Carson, CA 90895
Attn: Audrey Lopez

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
P.O. Box 7000
Leesburg, VA 20177
Attn: Gerald Landayan
Physical Address:
1 Harrison Street
Leesburg, VA 20175

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

2.29 Licensure

To the extent required by the Commonwealth of Virginia (*see e.g.* 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

2.30 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at

any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

2.31 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

2.32 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

2.33 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

2.34 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

3.0 COMPENSATION

Please see the attached and incorporated Attachment 1 – Pricing Page

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175
Phone: (703) 771-5956
Fax: (703) 771-5097

By: 
Name: Gerald Landayan

Title: Contracting Officer

Date: 6/13/18

LAKESHORE EQUIPMENT COMPANY
DBA LAKESHORE LEARNING
MATERIALS

2695 E. Dominguez Street
Carson, CA 90895
Phone: (800) 421-5354
Fax: (310) 537-7990

By: 
Name: Audrey Lopez

Title: Bid Analyst

Date: 6/13/2018

APPROVED AS TO FORM

By: 
Name: Kenneth M. Golski
Assistant County Attorney

14 JUN 18

10.0 ATTACHMENT A

VENDOR NAME: Lakeshore Learning Materials

| | ITEM DESCRIPTION | EST QTY | EST UNIT | UNIT PRICE | EXTENDED PRICE |
|----|---|---------|----------|--------------|----------------|
| 1 | COLORING PACK W/ VARIOUS COLORS (COUNT/400) <u>Crayola® Large Crayon Classpack™ (400ct) or Equal</u> Brand Name: <u>LAKESHORE</u> Item# <u>VX850</u> | 100 | BOX | \$ 49.99 | \$ 4,999.00 |
| 2 | MARKERS (PK/12) Crayola® Classic Markers or Equal 8 Brand Name: <u>LAKESHORE</u> Item# <u>JJ438</u> | 100 | PK | \$ 3.99 | \$ 399.00 |
| 3 | COLORED PENCILS (BOX/24) <u>Crayola® Colored Pencils or Equal</u> Brand Name: _____ Item# _____ | 100 | BOX | NO BID \$ | \$ |
| 4 | OIL PASTELS CLASSPACK (SET/336) <u>Crayola® Oil Pastels Classpack™ or Equal</u> Brand Name: _____ Item# _____ | 75 | SET | NO BID \$ | \$ |
| 5 | SIDEWALK CHALK (PK/52) <u>Crayola® Sidewalk Chalk Fun Bucket or Equal</u> Brand Name: _____ Item# _____ | 50 | PK | NO BID \$ | \$ |
| 6 | WASHABLE TEMPORA PAINT <u>16 oz. Crayola® Washable Paint or Equal</u> *SPECIFY COLOR Brand Name: <u>LAKESHORE</u> Item# <u>PX2016BU</u> | 75 | EA | \$ 2.99 | \$224.25 |
| 7 | ACRYLICS PAINT (PK/4) <u>Color Splash!® Acrylic Paint (4 Pack 32-oz.) Set with Pump Or Equal</u> Brand Name: _____ Item# _____ | 100+ | PK | NO BID \$ | \$ |
| 8 | WASHABLE WATERCOLORS (SET/16) <u>Crayola® Washable Watercolors or Equal</u> Brand Name: _____ Item# _____ | 100 | SET | NO BID \$ | \$ |
| 9 | FINGER PAINT (SET/4) <u>Crayola® Finger Paint, Primary Colors or Equal</u> AA340RD + AA340BU + AA340YE + Brand Name: <u>LAKESHORE</u> Item# <u>AA340GR</u> | 50 | SET | \$ 11.96 | \$598.00 |
| 10 | FINGER PAINT (SET/4) <u>Crayola® Finger Paint, Secondary Colors or Equal</u> AA340RG + AA340VT + AA340TQ + Brand Name: <u>LAKESHORE</u> Item# <u>AA340WT</u> | 50 | SET | \$ 11.96 | \$598.00 |

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| | | | | | |
|----|--|-----------------------|-----|----------|-------------|
| 11 | GLUE STICKS (PK/30) Elmer's® Glue Sticks or Equal DOZEN Brand Name: <u>LAKESHORE</u> Item# <u>TT505Z</u> | 250 250 | PK | \$ 4.99 | \$1,247.50 |
| 12 | WHITE GLUE Elmer's® White Glue – Gallon Size (128 oz.) or Equal Brand Name: <u>LAKESHORE</u> Item# <u>RS264</u> | 100 | EA | \$ 13.99 | \$1,399.00 |
| 13 | GLITTER GLUE (SET/72) Color Splash!® Glitter Glue Pens or Equal Brand Name: _____ Item# _____ | 100 | SET | \$ | \$ |
| 14 | TACKY GLUE Color Splash!® Ultra Tacky All Purpose Craft Glue, 8 oz. or Equal Brand Name: <u>LAKESHORE</u> Item# <u>TG171</u> | 100+ | EA | \$ 3.79 | \$379.00 |
| 15 | CRAFTSTICKS 3/8" x 4-1/2". (BOX/1,000) Brand Name: <u>LAKESHORE</u> Item# <u>FT2496</u> | 50 | BOX | \$ 7.99 | \$399.50 |
| 16 | COLORED CRAFTSTICKS – REGULAR (PK/500) Brand Name: <u>LAKESHORE</u> Item# <u>HL150</u> | 50 | PK | \$ 8.99 | \$449.50 |
| 17 | PLAY DOUGH/CLAY Crayola® Air-Dry Clay, 25lb Classpack™ or Equal Brand Name: _____ Item# _____ | 50 | EA | \$ | \$ |
| 18 | CLAY MOLDS AND TOOLS (SET/149) Creativity Street or Equal | 50 | SET | \$ | \$ |
| 19 | INK PADS (PK/12) Color Splash!® Washable Color Ink Pads or Equal Brand Name: _____ Item# _____ | 50 | PK | \$ | \$ |
| 20 | STAMPS (SET/10) Number Stamps (numbers 0-9. Size: 1-5/8" high.) Brand Name: _____ Item# _____ | 50 | SET | \$ | \$ |
| 21 | GLITTER Color Splash!® Glitter 1lb. Shaker Top or Equal Brand Name: _____ Item# _____ | 100 | EA | \$ | \$ |
| 22 | YARN Color Splash!® Acrylic Yarn 3oz or Equal Brand Name: _____ Item# _____ | 100 | EA | \$ | \$ |
| 23 | PIPE CLEANERS (PK/1000) Chenille Stems or Equal Brand Name: <u>LAKESHORE</u> Item# <u>BA9112</u> | 100 | PK | \$ 16.99 | \$ 1,699.00 |

| | | | | | | |
|----|---|-----------------------|-----|----------|------------|--------|
| 24 | FOAM SHEETS (PK/78) 9" x 12" EVA Foam Sheets (2mm Thick, assorted colors or Equal) 30 PC | | | | | |
| | Brand Name: <u>LAKESHORE</u> Item# <u>LA189</u> | 260 100 | PK | \$ 15.99 | \$4,157.40 | |
| 25 | SCISSORS (PK/12) Fiskars® Scissors for Kids or Equal | | | | | |
| | Brand Name: <u>LAKESHORE</u> Item# <u>TS547Z</u> | 50 | PK | \$ 16.99 | \$ 849.50 | |
| | <u>GAMES</u> | | | | | |
| 26 | MANCALA | | | | | |
| | Brand Name: _____ Item# _____ | 10 | EA | \$ | \$ | NO BID |
| 27 | CONNECT FOUR | | | | | |
| | Brand Name: <u>HASBRO</u> Item# <u>FG653</u> | 10 | EA | \$15.99 | \$159.90 | |
| 28 | SORRY | | | | | |
| | Brand Name: _____ Item# _____ | 10 | EA | \$ | \$ | NO BID |
| 29 | APPLES TO APPLES | | | | | |
| | Brand Name: _____ Item# _____ | 10 | EA | \$ | \$ | NO BID |
| 30 | LEGOS 607 PC | | | | | |
| | Brand Name: <u>LAKESHORE</u> Item# <u>RA401</u> | 50 | PK | \$ 49.99 | \$2,499.50 | |
| | | | | \$ | \$ | |
| | <u>SPECIFIC KITS</u> | | | \$ | \$ | |
| 31 | TIE-DYE KITS | | | | | |
| | Brand Name: _____ Item# _____ | 4 | PK | \$ | \$ | NO BID |
| | | | | \$ | \$ | |
| | <u>DECORATIONS</u> | | | \$ | \$ | |
| 32 | LATEX BALLOONS | | | | | |
| | Brand Name: _____ Item# _____ | 100 | BAG | \$ | \$ | NO BID |
| | | | | \$ | \$ | |
| | <u>ARTS & CRAFTS</u> | | | \$ | \$ | |
| 33 | FUSE BEADS | | | | | |
| | Brand Name: _____ Item# _____ | 5000 | BAG | \$ | \$ | NO BID |
| 34 | WOOD BEADS | | | | | |
| | Brand Name: _____ Item# _____ | 600 | BAG | \$ | \$ | NO BID |

| | | | | | |
|----|--|--------|-----|--------------|-------------|
| 35 | GLASS BEADS Brand Name: _____ Item# _____ | 50 | BAG | NO BID \$ | \$ |
| 36 | MOSAIC BEADS 1 LB Brand Name: <u>LAKESHORE</u> Item# <u>YE1621</u> | 50 | BAG | \$ 4.99 | \$ 249.50 |
| 37 | PAPER BEADS Brand Name: _____ Item# _____ | 500 | BAG | NO BID \$ | \$ |
| 38 | LEATHER BEADS Brand Name: _____ Item# _____ | 500 | BAG | NO BID \$ | \$ |
| 39 | ALPHABET BEADS Brand Name: <u>LAKESHORE</u> Item# <u>FF491</u> | 500 | BAG | \$ 14.99 | \$ 7,495.00 |
| 40 | VARIOUS JEWELRY FINDINGS Brand Name: _____ Item# _____ | VARIES | BAG | NO BID \$ | \$ |
| 41 | AIR DRY CLAY Brand Name: _____ Item# _____ | 25 | BOX | NO BID \$ | \$ |
| 42 | MODEL MAGIC Brand Name: _____ Item# _____ | 2 | BOX | NO BID \$ | \$ |
| 43 | DECORATIVE DUCK TAPE Brand Name: _____ Item# _____ | ROLL | PK | NO BID \$ | \$ |
| 44 | 50LB WEIGHT SULFITE PAPER Brand Name: _____ Item# _____ | 100 SH | PK | NO BID \$ | \$ |
| 45 | FINGER PAINTS (VARIOUS COLORS) 16 OZ *SPECIFY COLOR Brand Name: <u>LAKESHORE</u> Item# <u>AA340BU</u> | 16 OZ | BOT | \$2.99 | \$ 2.99 |
| 46 | FADELESS CONSTRUCTION PAPER 50 SHEETS Brand Name: <u>PACON</u> Item# <u>TA70AC</u> | 60SH | PK | \$2.19 | \$ 2.19 |
| 47 | HEAVY WHITE TAG BOARD Brand Name: _____ Item# _____ | 100 | PK | NO BID \$ | \$ |
| 48 | SUPER BRIGHT TAG BOARD Brand Name: _____ Item# _____ | 100 | PK | NO BID \$ | \$ |

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| | | | | | |
|----|--|--------|------|----------|-----------|
| 49 | CANVAS Brand Name: _____ Item# _____ | 2YDS | ROLL | NO BID | \$ |
| 50 | PAINT BRUSHES 24 PC Brand Name: <u>LAKESHORE</u> Item# <u>LK936</u> | 24 | PK | \$ 9.99 | \$ 239.76 |
| 51 | FOAM SHAPE STICKERS 800 PC Brand Name: <u>LAKESHORE</u> Item# <u>LC2832</u> | VAR | PK | \$ 16.99 | \$ 16.99 |
| 52 | FELT (9x12 SHEETS) 50 SHEETS Brand Name: <u>LAKESHORE</u> Item# <u>LC564</u> | 25 | PK | \$ 13.99 | \$ 349.75 |
| 53 | POM POMS 300 PC Brand Name: <u>LAKESHORE</u> Item# <u>BA8150</u> | 8OZ | PK | \$ 7.99 | \$ 7.99 |
| 54 | TISSUE PAPER Brand Name: <u>PACON</u> Item# <u>KW5851</u> | 100 SH | PK | \$ 12.99 | \$ 12.99 |
| 55 | MAGNETS Brand Name: _____ Item# _____ | VAR | PK | NO BID | \$ |

* Please see attached Product Specification for detailed descriptions and images *

Free freight on orders over \$150.00 shipping to one location. On orders over \$150.00, please estimate freight charges at 15% of subtotal, with a minimum freight charge of \$5.00.

Please reference "Per PO #RFQ-7763" on all purchase orders.