January 26, 2018

ACE Educational Supplies, Inc.
ETA hand2mind
Flinn Scientific Inc.
Frey Scientific
Nasco Education LLC
Sargent Welch
Ward’s Science

RE: ITB-014-18/JR

Dear Sir/Madam:

On Thursday, January 25, 2018, the Superintendent designee of Duval County Public Schools approved the award of bid ITB-014-18/JR – Science Supplies and Equipment Catalog Discount. This is your official notification of bid award. This award is for the period of date of award through December 31, 2019.

Purchase orders will be issued for these items as needed during the bid period. If you have any questions regarding this bid, please contact James Robinson (904) 858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

Cc: James Robinson
    Master Bid folder
<table>
<thead>
<tr>
<th>VENDOR</th>
<th>ACE EDUCATIONAL SUPPLIES INC</th>
<th>ETA HAND2MINF</th>
<th>FLINN SCIENTIFIC INC</th>
<th>FREY SCIENTIFIC</th>
<th>NASCO EDUCATION LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAP #</td>
<td>349</td>
<td>33070</td>
<td>4846</td>
<td>31426</td>
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<tr>
<td>Contact</td>
<td>Customer Service</td>
<td>Elizabeth Rodriguez</td>
<td>Jim Nesbit</td>
<td>John Marinake</td>
<td>Dave Johnson</td>
</tr>
<tr>
<td>Phone #</td>
<td>800-432-0213</td>
<td>800-445-5985</td>
<td>800-452-1261</td>
<td>727-410-0390</td>
<td>800-558-9595</td>
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<tr>
<td>Fax #</td>
<td>800-865-5564</td>
<td>800-382-9326</td>
<td>866-452-1436</td>
<td>888-388-6344</td>
<td>800-372-1236</td>
</tr>
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<td><a href="mailto:orders@ACEEducational.com">orders@ACEEducational.com</a></td>
<td><a href="mailto:bids@hand2mind.com">bids@hand2mind.com</a></td>
<td><a href="mailto:flinn@flinnsci.com">flinn@flinnsci.com</a></td>
<td><a href="mailto:john.marinake@schoolspecialty.com">john.marinake@schoolspecialty.com</a></td>
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<tr>
<td>Supplies %</td>
<td>33%</td>
<td>15%</td>
<td>16%</td>
<td>34%</td>
<td>15%</td>
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<tr>
<td>Equipment %</td>
<td>33%</td>
<td>15%</td>
<td>16%</td>
<td>30%</td>
<td>15%</td>
</tr>
<tr>
<td>Chemicals %</td>
<td>N/A</td>
<td>16%</td>
<td>34% / 30%</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td>Min. Order</td>
<td>No minimum order. However under $50 after discount pay minimum $15 shipping fee</td>
<td>Orders must be over $99 (net) to qualify for free shipping.</td>
<td>N/A</td>
<td>N/A</td>
<td>$50.00</td>
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<tr>
<td>Delivery</td>
<td>1 day</td>
<td>5-7 days</td>
<td>7-10 days</td>
<td>7-14 days</td>
<td>3-5 Days</td>
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<td>Effective Dates</td>
<td>January 2017-December 2017</td>
<td>Discounts are fixed for the team of the bid, contract or agreement, 2017 List prices are in effect until 12/31/17. New pricing will be issued in January 2018</td>
<td>2/1/2017-1/31/2018</td>
<td>Valid until 2018 Frey Scientific delivered</td>
<td>Current catalog until mid January 2018</td>
</tr>
<tr>
<td>P-CARD</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Exclusions</td>
<td>Sale Items/ Order over $50 after discount from our current catalog or website receive free shipping (add 20% of the retail price to items with UPS, Truck or FX-Grd symbols).</td>
<td>Professional Development, ETA Hand2Mind custom Kits which include, but are not limited to National Geographic NGSS, Discovery Education STEM Camp, National and North Carolina 4-H, Kits for use with Great Minds’ Eureka Math Curriculum. Special promotions, sale items, quotes, brochures and bid price (prefixes by BD) are excluded from further discounts.</td>
<td>Freight: Free shipping on most catalog items. Minimum order amount of qualify for free freight: No Minimum. Exceptions to Discount: Live material, Lab Furniture, the Flinn spectrophotometer (AP7026) &amp; Accessories, Computer Software, Technology Products, &amp; E-Learning. Exceptions to free Freight: Live Material, Lab Furniture, Hazardous Material Surcharge, &amp; Accessories. Discount does not apply to any other School Specialty Catalogs or Flyers Please use this number on all purchase orders to ensure your guaranteed pricing #7785971693 please see the cover letter</td>
<td>No discount on SSI, Delta, CPO, FOSS or Frey Scientific Exclusive Products with a prefix of &quot;N&quot; or &quot;LN&quot;. Discount does not apply to any other School Specialty Catalogs or Flyers</td>
<td>Ready-or-Not Tot and Accessories, STEM 101 Kits, NICERC Kits, Xenopus frogs, live material coupon cards and items with an &quot;NA&quot; or &quot;NZ&quot; prefix are not discounted. Discounts not valid with any other coupons, offers, sale flyers, or website promotions. WHEN ORDERING YOU MUST REFER TO QUOTATION NO. #45947</td>
</tr>
<tr>
<td>VENDOR</td>
<td>SARGENT WELCH</td>
<td>WARDS SCIENCE</td>
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<td>SAP #</td>
<td>33436</td>
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<tr>
<td>Contact</td>
<td>Mark Tringali</td>
<td>Mark Tringali</td>
<td></td>
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<tr>
<td>Phone #</td>
<td>716-515-6014</td>
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<tr>
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<tr>
<td>Supplies %</td>
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<td>Equipment %</td>
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<td>0%</td>
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<tr>
<td>Delivery</td>
<td>7-10 Days</td>
<td>7-10 Days</td>
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<tr>
<td>Catalog</td>
<td>Sargent Walch Catalog 1/1/2018 - 12/31/2018/ Digital catalog is online</td>
<td>Wards Catalog 1/1/2018 - 12/31/2018/ Digital catalog is online</td>
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<tr>
<td>Wov</td>
<td><a href="http://www.sargentwelch.com">www.sargentwelch.com</a></td>
<td><a href="http://www.wardsinc.com">www.wardsinc.com</a></td>
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<tr>
<td>P-card</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</tbody>
</table>

**Exclusions**

- All items designated with a price ending in a “9” (i.e. $.09, $5.49, $8.99, $12.89 etc) will not be eligible for the noted discount. 
- “9” ended prices will be shipped at list price. Annual catalog price update in January of each new calendar year.

Prepared By: Cammie Wise
Reviewed By: James Robinson
Date: 12/18/2017

Rejections:
Carolina Biological Supply Co. & Lakeshore Learning Materials did not offer 15% discount as specified.
ADDENDUM NO. 2
Information Only

www.duvalschools.org/purchasing

Issue Date: December 6, 2017

Buyer: James Robinson

Bid Number: ITB-014-18/JR

Bid Title: SCIENCE SUPPLIES AND EQUIPMENT CATALOG DISCOUNT BID

Term of Bid: From Date of award through December 31, 2019.

Opening: Thursday, December 14th, 2017 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Purpose: To answer questions in accordance with SC# 5.

Question: Page SC 1 Award – In the second paragraph it states that discounts less than 20% will not be considered for award. On page BPF 1 it state discounts less than 15% will not be considered. I would like to verify which minimum is correct?

Answer: 15%

Question: General Conditions #6 – I am checking to see if we are able to submit any exceptions or deviations to the terms and conditions, for review and possible approval? Or, must we agree to all terms and conditions as written in order to participate in the bid?

Answer: Yes, the vendor must except all terms and conditions. Any exceptions from offers in your catalog can be placed on the Bid Proposal Form under 1e for approval.

Question: Page SC 3 #20 – Can you clarify the statement, should the contractor decline the district can purchase from the state of Florida contract? I am trying to determine that in order to participate in this rfp a vendor must accept this term?

Answer: This statement allows DCPS to get the most favorable pricing the vendor offers or go to a State Contract if the pricing is more favorable. Yes, the vendor must except all terms and conditions under SC #20 in the bid.
Issue Date: November 30, 2017

Buyer: James Robinson

Bid Number: ITB-014-18/JR

Bid Title: SCIENCE SUPPLIES AND EQUIPMENT CATALOG DISCOUNT BID

Term of Bid: From Date of award through December 31, 2019.

Opening: Thursday, December 14th, 2017 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Purpose: To answer questions in accordance with SC# 5 and to correct SC# 6.

Question: In Special Conditions it says discounts less than 20% will not be considered for award. On the Bid Proposal Form It says 15%. Which one is the rule?

Answer: 15%

6. PRICES: Each vendor shall submit a fixed percentage discount to be deducted from its effective catalog and/or descriptive price list. Discounts less than 20% 15% will not be considered for award. All prices shall be F.O.B. Destination unless otherwise noted. (Even though catalog prices may change throughout the year, the percentage discount must remain firm for the entire contract period.) Allowable purchases also include “Special Offers” by any vendor, if offered at less than discounted catalog prices.
INVITATION TO BID

www.duvalschools.org/purchasing

November 22, 2017

Buyer: James Robinson
Phone: 904-858-4837

Bid Number: ITB-014-18/JR
Bid Title: SCIENCE SUPPLIES AND EQUIPMENT CATALOG DISCOUNT BID

Term of Bid: From Date of award through December 31, 2019.

Opening: Thursday, December 14th, 2017 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Submit Bid To: DCPS Purchasing Services / 4880 Bulls Bay Highway / Jacksonville FL 32219-3235

Special Requirements: See SC#6

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all; in addition, I certify that I am authorized to obligate on behalf of the bidder. Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Bidder: ________________________________________________________________

Mailing Address: _________________________________________________________________

City, State, Zip Code: _____________________________________________________________

Telephone: ___________________ Toll Free: ___________________ Fax: ________________

Email Address: ___________________ Internet URL: ___________________

Federal ID # or SS #: ___________________ Duns #: ___________________

If you are a certified minority, state certifying agency: _____________________________

Payments will be made in accordance with Florida Statute 218.

Form of Payment accepted: Credit Card ___________ (see Special Condition #18)

Delivery can be made within ________ calendar days after receipt of order.

Addenda ______ through ______ received. (if applicable)

Original Manual Signature of Authorized Representative: _____________________________

Printed/Typed Name of Authorized Representative: _________________________________

Title: ___________________________ Date: __________________

Initial
GENERAL CONDITIONS

1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 85-8013988912C.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer’s name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalogs cut and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:
   a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.
   b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked “Sample for Purchasing Services” and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. In the event of any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

11. DISCOUNTS: All discounts to be included in bid price.

12. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

13. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.
CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of Duval County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

__________________________________________________________
Signature

__________________________________________________________
Company Name

__________________________________________________________
Name of Official (Type or print)

__________________________________________________________
Business Address

__________________________________________________________
City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or Position</th>
<th>Date of Filing</th>
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<tbody>
<tr>
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</table>

__________________________________________________________
Signature

__________________________________________________________
Company Name

__________________________________________________________
Print Name of Certifying Official

__________________________________________________________
Business Address

__________________________________________________________
City, State, Zip Code
SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to Duval County Public Schools, Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, Florida 32219. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder’s risk. Late bids are not considered and will be returned unopened. Official time, for the purpose of bid opening, will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville.

******* NOTE *******

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled “Posting of Bid Recommendation”. Bid Tabulation will be posted on the web after contract award has been made.

www.duvalschools.org/purchasing or www.demandstar.com

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, Consolidated Services Center, 4880 Bulls Bay Highway, Jacksonville, FL 32219. Awarded vendors will receive an official Notification of Award letter after the Board has taken action.
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_________________________________________
VENDOR'S SIGNATURE/DATE

_________________________________________
COMPANY NAME
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name

Signature

PR/Award or Project Name

Title

Date

ITB-014-18/JR
AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS

1) Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support, or designee (hereinafter “Hearing Officer”) immediately, but no later than two (2) working days after bid opening or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4th calendar day immediately following the bid opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.

2) The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

3) The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

4) All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

5) The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

6) The Hearing Officer shall issue his/her decision within five (5) working days of the completion of the protest hearing.

7) The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

8) The DCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.

9) Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.
NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
4880 Bulls Bay Highway
Jacksonville, Florida 32219

We are unable to submit a bid at this time due to the following reason(s):

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Name of Firm: ________________________________________________________________
Signature and Title: _____________________________________________________________
Street Address or P.O. Box: _______________________________________________________
City, State, Zip Code: ___________________________________________________________

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.
1. **PURPOSE:** Purpose of this bid is to establish firm discount percentage on published catalogs, website or descriptive price list, and sources of supply for furnishing and delivering various science supplies and equipment to be purchased by Duval County Public Schools (DCPS) for the period from date of award through December 31, 2019.

2. **AWARD:** The Purchasing Department cannot control the use of, or the distribution of, catalogs to our customers. With this in mind this bid is **not** intended to limit the type or number of catalogs from which customers may order supplies and equipment, but to establish favorable discount and freight terms.

   All vendors who submit a catalog (or price list), and otherwise comply with specifications will be in the favorable position to compete for DCPS business. **Catalog pricing must be in effect for the entire term of this bid.** An award will be made to each vendor who responds to this invitation and who also publishes and distributes a catalog and provides at least a **20% discount**. The discount amount must remain firm throughout the contract period. Awarded vendors will be placed on the “list of awarded vendors” that is published and promulgated to all schools and departments.

   **DCPS will solicit quotes from 3 of the awarded vendors of this solicitation for any requisitions valued at $5000 or more.**

3. **CONFLICT OF INTEREST:** The award hereunder is subject to provision of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee or official of the School District of Duval County. Further, all bidders must disclose the name of any District employee or relative who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder’s firm or any of its branches.

4. **POSTING OF BID RECOMMENDATION:** Recommendation for Award will be posted in Purchasing Services on or about **December 21st, 2017** and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named below.

5. **QUESTIONS:** Any questions and/or request for additional information should be directed to Louis Mitchum, in Purchasing Services, via email at robinsonj12@duvalschools.org placing this bid number (ITB-014-18/JR) in the subject header. Deadline for questions shall be 2:00 p.m. EST on **December 4th, 2017**. Questions received after this date will not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda to all parties recorded by Purchasing Services as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.

6. **PRICES:** Each vendor shall submit a **fixed** percentage discount to be deducted from its effective catalog and/or descriptive price list. **Discounts less than 20% will not be considered for award.** All prices shall be F.O.B. Destination unless otherwise noted. (Even though catalog prices may change throughout the year, the percentage discount must remain firm for the entire contract period.) Allowable purchases also include “Special Offers” by any vendor, if offered at less than discounted catalog prices.

7. **CATALOGS:** Name and effective dates of catalog and/or descriptive price list **must** be stated on the Bid Proposal Form and a copy of each **must** be submitted with the bid in order to be considered for award.

   Note: Discounts will be taken off the most current catalog, price or list submitted. The vendor is responsible for submitting each successive catalog or price list to Purchasing Services throughout the term of this contract at least 20 days prior to the effective date.
During the term of the contract, vendors must promptly provide catalogs/price lists directly to any DCPS school or department who so requests. A list of schools requiring catalogs immediately will be provided with the Notification of Award. (This will require approximately 75 catalogs mailed to separate locations.)

8. **EX PARTE COMMUNICATION:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with District personnel involved with or related to this ITB, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents' bid.

Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with Board members is also prohibited and will result in the disqualification of the bidder.

9. **LINE ITEM BIDS AND CORRECTIONS:** All prices submitted on the Bid Proposal Form shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initializing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.

10. **WARRANTY:** The warranty for equipment, after delivery and acceptance by the school or department, shall be for one year or manufacturer’s warranty, whichever is greater. The successful vendor will be responsible for repairing each unit during the warranty period, at no cost to DCPS. Vendor agrees to repair and return equipment within five (5) days from receipt of request or provide a temporary replacement.

11. **UL/CSA/ETL APPROVAL:** All electrical equipment shall bear the approval symbol or name of Underwriters’ Laboratories Inc., the Canadian Standards Association or ETL Testing Laboratories.

12. **CHEMICALS AND SAFETY DATA:** Each chemical label on product furnished under this bid must include as a minimum: Chemical Name / Supplier’s Name / Associated Hazards.

A Material Safety Data Sheet (MSDS) must accompany each chemical, preserved specimen, and any other applicable product delivered under this contract. The MSDS must be enclosed within the same box as the chemicals or other applicable items shipped, or in a separate envelope attached to the outside of the box. In addition, vendor’s catalog must include information to identify hazardous substances. A chemical catalog similar to the latest edition of *Flinn Scientific Chemical & Biological Catalog Manual* is preferred.

13. **DELIVERY:** F.O.B. Destination. Do not ship prior to receipt of purchase order. Delivery will be made within thirty (30) days from date of receipt of purchase order. The Buyer must approve all exceptions. When reasonable, exceptions will be granted. However, if it will cause an out-of-stock or emergency situation, DCPS will have the option to cancel that purchase order and procure the commodity elsewhere.

Failure to deliver in accordance with the above instructions may result in the bidder being disqualified from conducting business with Duval County Public Schools.

14. **FAMILIARITY WITH LAWS:** The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.

15. **JESSICA LUNSFORD ACT (when applicable):** At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school...
grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at [www.duval.sosn.net](http://www.duval.sosn.net)) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

16. **FEDERAL FUNDS:** The bidder certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the bidder/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

17. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**
This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the contractor without prior written consent of DCPS. The contractor shall not assign payments under this contract or agreement without the prior written consent of DCPS.

18. **METHOD OF PAYMENT:** Payments to vendors may be made via credit card or check. If credit card payment is acceptable, initial the designated space(s) on the Bidder Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation.

19. **AVAILABILITY OF FUNDS:** The obligations of Duval County Public Schools under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

20. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

21. **AUDIT / RECORDS RETENTION:** DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS.

This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.
22. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection.

23. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24. **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by Duval County Public Schools for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

25. **CANCELLATION:** The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of Duval County Public Schools. If Contract/Purchase Order(s) is so canceled, Duval County Public Schools shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

26. **CIRCUMSTANCES BEYOND CONTROL:** Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 25. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

27. **PURCHASES BY OTHER PUBLIC ENTITIES:** Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded vendor(s).

28. **TRANSITION ASSISTANCE:** In the event the resulting agreement is terminated, not renewed or naturally expires, the Contracted Firm agrees that the District may provide written notice to the Contracted Firm retaining the Contracted Firm for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the District has established a Science Supplies and Equipment Catalog Discount bid. In any event, these services will not be required to continue for a period of time exceeding six (6) months.
29. **PUBLIC RECORD:** Pursuant to Florida Statutes Chapter 119, paragraph (m), bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.

Thereafter, all bid documents or other materials submitted by all bidders in response to this ITB will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a bidder asserts any portion of its bid is exempt or confidential from disclosure under Florida's public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain.
BID PROPOSAL FORM

Name of Bidder: ________________________________

ITB-014-18/JR

<table>
<thead>
<tr>
<th>Item No.</th>
<th>DESCRIPTION OF ITEM</th>
<th>INFORMATION TO BE PROVIDED BY VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Each bidder must submit with its bid, one (1) copy of each catalog showing prices and/or descriptive price list indicating all items available. <strong>Bids received without a catalog or price list will be considered non-responsive.</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Discounts less than 15% will not be considered for award.</td>
</tr>
</tbody>
</table>

1a. Percent discount off catalog list prices or price list for purchases by schools and departments.
   a. for Supplies _____________%
   b. for Equipment _____________%
   c. for Chemicals _____________%

   b. Minimum order at list prices for vendor delivery.

   c. Name of catalog and/or descriptive price list.

   d. Effective dates of catalog and/or price list.

   e. State any exclusion.

   Name of contact representative and contact information:

   Name: ________________________________

   Phone: ________________________________

   f. Online orders with Purchase card as form of payment   Yes/No _____________________

   If yes please provide link for online ordering:

   ______________________________________

   Signature: ____________________________

See SC# 6 for Catalog/price list requirements.