



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

NO. GD19-0545-03

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

ADVERTISEMENT DATES:

OCTOBER 18, 2018

OCTOBER 25, 2018

**DOCUMENT LIST
FOR
CLASSROOM STEAM SUPPLIES**

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NOTICE TO BIDDERS

DISTRICT: SAN DIEGO UNIFIED SCHOOL DISTRICT

DESCRIPTION: CLASSROOM SCIENCE, TECHNOLOGY,
ENGINEERING, ARTS and MATH (STEAM) SUPPLIES

**DATE/TIME DEADLINE FOR
SUBMITTAL OF BID PROPOSAL:** 2:00 PM (PST) NOVEMBER 09, 2018

**PLACE FOR SUBMITTAL OF
BID PROPOSALS:** SAN DIEGO UNIFIED SCHOOL DISTRICT
STRATEGIC SOURCING AND CONTRACTS
DEPARTMENT
2351 CARDINAL LANE, BLDG. M (WEST DOOR)
SAN DIEGO, CALIFORNIA 92123
ATTN: SHERYL HAUSER
GD19-0545-03

**BID AND CONTRACT
DOCUMENTS AVAILABLE AT:** VENDORS INTERESTED IN OBTAINING A BID
PACKAGE MAY GO TO
WWW.DEMANDSTAR.COM.

ADDRESS: SAN DIEGO UNIFIED SCHOOL DISTRICT
STRATEGIC SOURCING AND CONTRACTS
DEPARTMENT
2351 CARDINAL LANE, BLDG. M
SAN DIEGO, CALIFORNIA 92123
ATTN: SHERYL HAUSER
GD19-0545-03

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

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

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

1. SUBMITTAL OF BID PROPOSALS

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

2. MAILING OF BID DOCUMENTS

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

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

3. QUOTATIONS

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

Lot One (1)

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

Lot Two (2)

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

4. REQUESTS FOR INFORMATION

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

E-mail: shauser2@sandi.net

5. DOCUMENTS ACCOMPANYING BID PROPOSAL

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

A. Catalogs

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

B. Bid Proposal [E 1-3]

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

C. Quotation Pages [Q 1-2]

D. Sample Agreement [E 8-18]

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

E. Non-Collusion Declaration [E 4]

F. Drug Free Workplace Certificate [E 5]

G. Prompt Payment Discount [E 6]

H. Reference [E 7]

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

6. IDENTIFICATION OF BIDDER

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

7. WITHDRAWAL OF BID PROPOSALS

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

8. REJECTION OF BIDS AND WAIVER OF IRREGULARITIES

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

9. AWARD OF CONTRACT

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

10. AMENDMENTS

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

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

11. MODIFICATIONS TO BID/CONTRACT DOCUMENTS

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

12. DELIVERY OF BONDS AND CERTIFICATES, ETC.

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

13. EVIDENCE OF RESPONSIBILITY

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

14. QUALIFIED BIDDERS

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

15. INSPECTION OF FACILITIES

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

16. PREVIOUS PERFORMANCE

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

17. MATERIALS/PRODUCTS REQUIREMENTS

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

18. SAMPLES

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

19. MATERIAL SAFETY DATA SHEETS

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

20. CATALOGS

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

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

21. CONTAINER COSTS AND DELIVERY

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

22. PALLET CHARGES

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

23. BID NEGOTIATIONS

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

24. TAXES

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

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

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

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

26. METHOD OF PRICING

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

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

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

27. METHOD OF AWARD

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

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

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

29. DRUG FREE WORKPLACE CERTIFICATE

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

30. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

31. DEBARMENT

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

32. EQUAL BIDS

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

33. BID PROTEST PROCEDURE

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

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

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

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

34. ONLINE ORDERING CAPABILITY

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

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

Yes _____ (Provide list) No _____

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

BID PROPOSAL

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

FROM:

(Name of Bidder)

(Address)

(City, State, Zip Code)

(Telephone/Fax)

(E-mail Address)

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

Bid Proposal

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

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

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

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

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

_____ **No Addenda Issued**
(initial)

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

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

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

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

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

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

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

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

Federal Tax ID NO. _____

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

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

By: _____

(Signature)

(Date)

(Typed or Printed Name)

(Title)

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at

(City, County and State)

By: _____ (Signature) _____ (Date)

(Typed or Printed Name) _____ (Title)

(Address) _____ (Phone/Fax with area code)

(City/State/Zip) _____ (Email Address)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Bidder's Legal Business Name)

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

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

Executed at San Diego, California

By: _____ (Signature) _____ (Date)

_____. (Typed or Printed Name) _____ (Title)

PROMPT PAYMENT DISCOUNT

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

Quotation Subject To Prompt Payment Discount
of:
_____ % _____ Days

IMPORTANT NOTE:

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

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

NOTE:

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

REFERENCES

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

1. Company Name _____ Contact Name _____

Address _____ Phone Number _____

_____ Fax Number _____

2. Company Name _____ Contact Name _____

Address _____ Phone Number _____

_____ Fax Number _____

3. Company Name _____ Contact Name _____

Address _____ Phone Number _____

_____ Fax Number _____

AGREEMENT

THIS AGREEMENT is entered by and between the **San Diego Unified School District** ("District"), a public school district formed and operating pursuant to the laws of the State of California and _____, a _____ whose primary place of business is located at _____, ("Vendor") (together sometimes referred to as the "Parties") as of _____, (the "Effective Date").

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

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

NO. GD19-0545-03
Classroom Science, Technology, Engineering, Art and Math (STEAM) Supplies

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

5. Insurance Requirements.

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

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

2.0 Commercial General and Automobile Liability Insurance.

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

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

2.1.2 Automobile Liability including Owned, Non-owned, Hired vehicles: Consultant/Professional, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000,00) per accident, combined single limits coverage for risks associated with the work contemplated by this Agreement.

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

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

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

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

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

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

3.0 All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

5.0 Minimum Limits of Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Keeping and Status of Records.

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

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

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

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

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

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

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

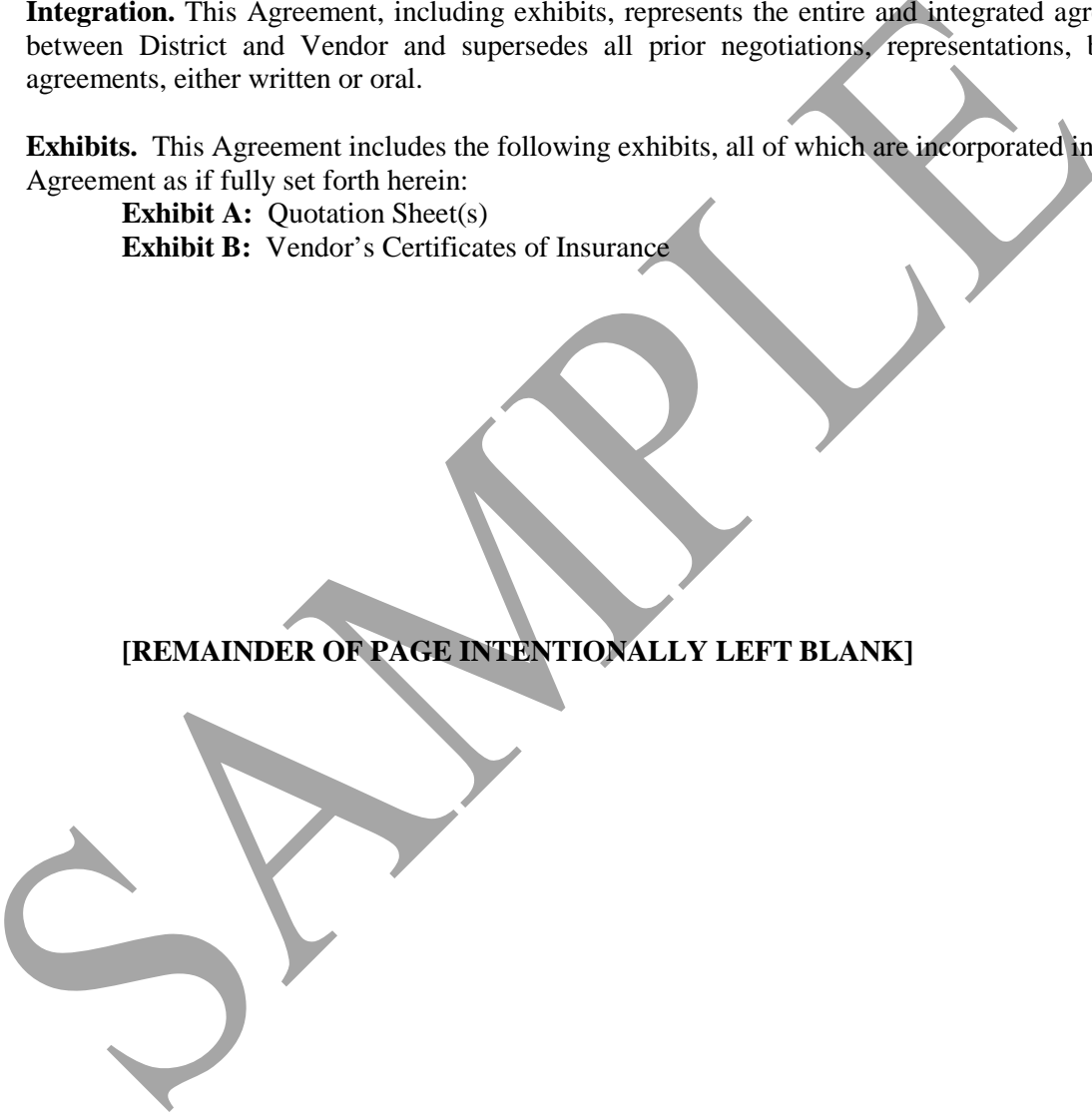
(Contracting Officer's Technical Representative). All daily operational correspondence shall be directed to or through the District Representative or his or her designee(s).

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

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

- Exhibit A:** Quotation Sheet(s)
- Exhibit B:** Vendor's Certificates of Insurance

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

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

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

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

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

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

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

<i>Provider’s Name</i>)	San Diego Unified School District
By: _____	By: _____
<i>(name of person signing)</i> <i>(title of person signing)</i> <i>(Address of Person signing)</i>	Andrea R. O’Hara, M.A. Strategic Sourcing and Contracts Officer 2351 Cardinal Lane, Building M San Diego, CA 92123 Tel: _____ E-mail: _____ San Diego Unified School District
Date: _____	Date: _____

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

1. RESPONSIBILITY FOR SUPPLIES AND MATERIALS

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

2. SAFETY REQUIREMENTS

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

3. EXCUSE FOR NONPERFORMANCE--FORCE MAJEURE CLAUSE

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

4. ASSIGNMENT

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

5. DELAY DUE TO UNFORESEEN OBSTACLES

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

6. TERMINATION

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

7. INDEMNITY AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

8. DAMAGE TO DISTRICT PROPERTY

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

9. PREVAILING LAW

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

10. GOVERNING LAW AND VENUE

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

11. DIVERSITY PROGRAMS

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

12. PACKING LISTS

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

13. DELIVERY COMPLETION

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

14. RETURN OF ITEMS

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

15. MISCELLANEOUS CHARGES

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

16. SUBSTANTIAL QUANTITIES

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

17. WARRANTY

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

18. DISCONTINUED ITEMS – PART NUMBER CHANGES

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

19. GRATUITIES

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

1. INSURANCE REQUIREMENTS.

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

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

2.0 Commercial General and Automobile Liability Insurance.

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

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

2.1.2 Automobile Liability including Owned, Non-owned, Hired vehicles: Consultant/Professional, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000,00) per accident, combined single limits coverage for risks associated with the work contemplated by this Agreement.

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

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

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

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

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

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

3.0 All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

Minimum Limits of Insurance:

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

3. EMPLOYEE FINGERPRINT VERIFICATION; BARRIERS; EMPLOYEE SURVEILLANCE

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

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

4. VENDOR'S CONDUCT ON DISTRICT PROPERTY

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

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

5. METHOD OF ORDERING

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

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

A. Purchase Order

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

B. Procurement Card

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

Partial shipments are allowed.

6. DELIVERY LOCATIONS

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

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

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

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

7. DELIVERY TIME

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

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

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

8. INVOICES

Invoices shall be submitted to:

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

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

9. ESTIMATED QUANTITIES

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

10. COOPERATIVE PURCHASING/OTHER AGENCIES

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

SPECIFICATIONS

1. Purpose

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

2. Chemical List – Attachments 1-3

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

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

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

3. Material Safety Data Sheets

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

4. Reports

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

5. Quantities

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

6. Discounts

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

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

7. F.O.B Point

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

8. Shipping Charges

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

9. Compliance with Laws

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

**Exhibit A
Quotation Sheet**

BID# GD19-0545-03

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

<u>LOT NUMBER</u>	<u>BID ITEM NO.</u>	<u>CATALOG CATEGORY</u>	<u>ESTIMATED ANNUAL SPEND</u>	<u>VENDOR NAME</u>	<u>% DISCOUNT OFF CATALOG CATEGORY</u>
1	1	Science			
1	2	Technology			
1	3	Engineering			
1	4	Art			
1	5	Math			
1	6	PreK- 7th Grade Classroom Supplemental Materials			
1	7	Living Materials			
			\$1,200,000.00		

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

<u>LOT NUMBER</u>	<u>BID LINE ITEM</u>	<u>BRAND/MANUFACTURER</u>	<u>ESTIMATED ANNUAL SPEND</u>	<u>VENDOR NAME</u>	<u>% DISCOUNT OFF BRAND/MANUFACTURER</u>
2	1	3B			
2	2	Abilitations			
2	3	Bel-Art			
2	4	Bennett Wood Specialty			
2	5	Bot Brain			
2	6	Brodhead Garrett			
2	7	Califone			
2	8	Celestron			
2	9	Child Craft			
2	10	Classroom Direct			
2	11	Classroom Select			
2	12	Color Brite			
2	13	COP Science			
2	14	Corning			
2	15	Crayola			
2	16	Delta Education			
2	17	Diversified			
2	18	EDVOTEK			
2	19	Elmers Glue Products			
2	20	EPS			
2	21	Fisher Science Education			
2	22	Foss			
2	23	Frey Scientific			
2	24	Go Science Crazy			
2	25	Guardian			
2	26	Hammond & Stephens			
2	27	Hubbard Scientific			
2	28	Imperial			
2	29	Kemtec			
2	30	Ken-a-vision			
2	31	Kimble			
2	32	K'nex			
2	33	LABCONCO			
2	34	Lakeshore			
2	35	NeuLog			
2	36	Newpath			
2	37	OHAUS			
2	38	Pacon			
2	39	POLAR 3D			

**Exhibit A
Quotation Sheet**

BID # GD19-0545-03

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

<u>LOT NUMBER</u>	<u>BID LINE ITEM</u>	<u>BRAND/MANUFACTURER</u>	<u>ESTIMATED ANNUAL SPEND</u>	<u>VENDOR NAME</u>	<u>% DISCOUNT OFF BRAND/MANUFACTURER</u>
2	40	Prang			
2	41	Premier			
2	42	Projects by Design			
2	43	Royal Seating			
2	44	Sanford			
2	45	Sargent Art			
2	46	SAX			
2	47	Sax School Smart			
2	48	School Smart			
2	49	Scott Resources			
2	50	SOAR Life Products			
2	51	SPARK			
2	52	Sportime			
2	53	Sunburst			
2	54	Sunworks			
2	55	Swift			
2	56	Texas Instruments			
2	57	Thermo Scientific			
2	58	Tru-Ray			
2	59	United Scientific Supplies, Inc			
2	60	Wonder Workshop			

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

<u>CATEGORY</u>	<u>EXCEPTION</u>	<u>VENDOR NAME</u>
1		
2		
3		
4		
5		
6		
7		
8		

OTHER NOTES:

SALES REPRESENTATIVE INFORMATION:

NAME:
ADDRESS:
TELEPHONE:
E-MAIL ADDRESS:
FAX #:
PREFERRED METHOD OF RECEIVING

CLASS I CHEMICAL LIST PROHIBITED ITEMS

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

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

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

CLASS II CHEMICAL LIST RESTRICTED USAGE ITEMS

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

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

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

CLASS III CHEMICAL LIST APPROVED ITEMS

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

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

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

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

Logwood Extract (Hematin)	Orange G	1-Propanol	Sodium Thiosulfate
Lucite	Orange IV	n-Propionic Acid	(Sodium hyposulfite)
Luminol	(Torpeolin OO)	Propyl Alcohol	Sodium Tungstate
Lugol's Iodine	Orcein Staining Solution	Quinine Sulfate	Stannic Chloride
Lycopodium Powder	Oxalic Acid	Ringer's Solution	Stannic Oxide
Lye	Pancreatin	Rosin	Stannous Chloride
Magnesium Acetate	Paraffin	Rosin Abietic Acid	Starch, potato
Magnesium Bromide	Peanut Oil	Safranino	Stearic Acid
Magnesium Carbonate	Pepsin Powder	Salicylic Acid	Strontium
Magnesium Chloride	Peptone	Sesame Oil	Strontium Bromide
Magnesium Hydroxide	Petrolatum	Silicic Acid	Strontium Chloride
Magnesium Oxide	Petroleum Ether	Silica Gel	Succinic Acid
Magnesium Sulfate	Phenol Red Indicator	Silicon, metal	Sucrose
Magnesium Trisilicate	Phenolphthalein	Silicon carbide	Sudan Black B
Malachite Green	Phenyl Salicylate	(Carborundum)	Sudan III
Maleic Acid	Phloroglucin(ol)	Silicone	Sudan IV
Malic Acid	Phosphoric Acid	Silver, metal	Sulfamic Acid
Maltose	Phytigel Plant culture	Silver Chloride	Sulfanilic Acid
Manganese, metal	Pituitary Extract	Silver Iodide	Sulfur (limit 5 lbs)
Manganese Carbonate	Platinum, metal	Silver Nitrate	Sulfur Black Dye
(Manganous carbonate)	Polyvinyl Alcohol	Silver Sulfate	Sulfur Blue Dye
Manganese Dioxide	Potash, sulfurated	Soda Lime (sodasorb)	Sulfur Yellow Dye
Manganese Sulfate	Potassium acetate	Sodium Acetate	Sulfuric Acid (limit 2 gals.)
Manganous bromide	Potassium Bicarbonate	Sodium Alginate	Tannic Acid
(Manganese bromide)	Potassium Binoxalate	Sodium Bicarbonate	Tartaric Acid
Manganous chloride	Potassium Biphthalate	Sodium Bismuthate	Terpineol
(Manganese chloride)	Potassium Bisulfate	Sodium Bisulfate	Thymol Blue
Manganous sulfate	Potassium Bitartrate	(Sodium Hydrogen Sulfate)	Thyroxine
Methyl Cellulose	Potassium Bromate	Sodium Bisulfite	Tin, metal
Methylene Blue	Potassium Bromide	Sodium Borate	Titanium Dioxide
Methyl Alcohol	Potassium Carbonate	Sodium Bromide	Toluene
Methyl Green	Potassium Chloride	Sodium Carbonate	Toluidine Blue
Methyl Orange	Potassium Chromate	Sodium Chloride	Triethanolamine
Methyl Red	Potassium Chromate Alum	Sodium Chromate	Tripheyl Terazolium Chloride
Methyl Violet	Potassium Citrate	Sodium Citrate	Trisodium Phosphate (TSP)
Methyl Salicylate	Potassium Ferricyanide	Sodium Ferrocyanide	Triton X, wetting agent
Methyl Sulfoxide	Potassium Ferrocyanide	Sodium Fluoride	Trypsin
(Dimethyl sulfoxide,	Potassium Fluoride	Sodium Hydroxide	Tumeric Powder
DMSO)	Potassium Hydrogen	Sodium Hypochlorite	Turpentine
Mineral Oil	Phthalate	Sodium Iodate	Ultra Marine Blue
Molasses	Potassium Hydroxide	Sodium Iodide	Universal Indicator
Mono Chloroacetic Acid	Potassium Iodate	Sodium Lauryl Sulfate	Urea
Napthalene	Potassium Iodide	Sodium Metabisulfite	Vegetable Oil
a-Napthaleneacetic acid	Potassium Metabisulfite	Sodium Metaphosphate	Winkler's solution #1
Solution	(Potassium pyrosulfate)	Sodium Molybdate	Winkler's solution #2
1-Napthol	Potassium Nitrite	Sodium Oxalate	Wood's Metal
2-Napthol	Potassium Oxalate	Sodium Perborate	Wright's Stain Solution
Neutral Red Indicator	Potassium Oxide	Sodium Phosphate	Xanthanol
Nickel Chloride	Potassium Persulfate	Sodium Salicylate	Xylene
Nicotinic Acid	Potassium Phosphate,	Sodium Silicate	Yeast
Nigrosine Black	mono,di,tribasic	Sodium Silicofluoride	Zeolite
Ninhydrin	Potassium Sodium Tartrate	(Sodium fluorosilicate)	Zinc Acetate
Nitric Acid- (limit 1 gal.)	(Sodium potassium sulfate)	Sodium Sulfate	Zinc Carbonate
Nitrogen	Potassium Sulfate	Sodium Sulfite	Zinc Chloride
Nucleic Acid	Potassium Tartrate	Sodium Tartrate	Zinc, metal (mossy)
Nuclei-stain	Potassium Tetraoxalate	Sodium Tetraborate	Zinc Sulfate
Oleic Acid	Potassium Thiocyanate	(Sodium borate)	
Olive Oil	Propane Gas	Sodium Thiocyanate	