



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
215 WEST GARDEN STREET
PENSACOLA, FL 32502**

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:
November 9, 2010

PURCHASING CONTACT & TELEPHONE:
**Bob Pacenta (850) 469 - 6204
rpacenta@escambia.k12.fl.us**

BID TITLE:
Art Supplies

BID NUMBER:
111304

BID OPENING DATE & TIME: **November 23, 2010 @ 3:30 PM CST**

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A Bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All Bids must be sealed and received in the School District's Purchasing Office at 215 West Garden Street, Pensacola, Florida, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of Bids by the U.S. Postal Services or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___
OTHER___ (PLEASE SPECIFY_____)

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: TYPED OR PRINTED NAME:

TITLE: DATE:

I. INTRODUCTION

The goal of this bid is to enter into an annual purchase agreement for specific items or groups of items. The agreement will consist of the commitment of School District business in exchange for the delivery of quality products with firm prices in a timely manner. The effect of this arrangement is to speed up the delivery process of products to our warehouse, and to establish stable prices and advance sources of supply.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Invitation To Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or ten days after the opening date whichever occurs first. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.

- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this Bid. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of

patent or copy write by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the

acceptability of any alternatives offered. **SAMPLES:** Any sample requested by this bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples of items not involved in any bid protest must be claimed no later than five (5) days after the award of the Bid by the School Board. All unclaimed samples will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the Bid. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing Website address at "<http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>" at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.
- W. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing Website address at "<http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. Bid tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this bid **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.
- Y. **BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. BID QUANTITIES.** Quantities listed in the bid are estimates provided for Bidder information purposes only. No guarantee is given or implied as to the exact quantities that will be purchased from this bid. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.
- B. DOCUMENTATION.** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven digit School District item identification number shown in the detail specifications.
- C. TERM OF THE AGREEMENT.** All prices, terms, and conditions of the purchasing agreement will be in effect from February 1, 2011 through January 31, 2012, and upon School Board approval.
- D. BACKGROUND SCREENING REQUIREMENTS.** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provided services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlines on the Escambia County School District Website: <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

BID DOCUMENTATION AND REQUIRED ENCLOSURES: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on page 24 and 25 of the bid document) must be signed and returned with the bid. FAILURE TO RETURN THIS FORM MAY RESULT IN THE BID NOT BEING ACCEPTED.

IV. SPECIFICATIONS AND PRICE

See following pages.

**ANNUAL AGREEMENT FOR ART SUPPLIES
 BID COMMODITY INDEX**

COMMODITY NUMBER SUB-COMMODITY	DESCRIPTION DESCRIPTION	PAGE
050000	ART EQUIPMENT AND SUPPLIES	
050010	Basketry Materials	8
050015	Beadcraft Supplies	8
050020	Block Printing Supplies	9
050030	Carpet, Warp and Roving, Macrame	9
050035	Cloth, Burlap, Linen, Etc	10
050045	Drawing and Painting Supplies	10-15
050075	Kits, String and Wire Art	16
050095	Metalcraft Materials	16
050110	Needlecraft Materials	17
050120	Pottery and Ceramic Equipment and Supplies	17-18
050135	Styrofoam Shapes and Foam Filler	18
050150	Woodcraft Materials	18-19
050990	Commodities Not Otherwise Classified	19-21
445000	HAND TOOLS: GENERAL PURPOSE	
445200	Knives, Steels, Non-Kitchen Type	22
615000	OFFICE SUPPLIES NOT OTHERWISE CLASSIFIED	
615780	Scissors	22-23

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
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050010 BASKETRY MATERIALS

1. 34 pkgs 0150067 – Natural, Raffia (1 lb) Fireproof, assorted colors, soft and pliable. Chaselle, Sax 705420016, Nasco 5-157T, Blick 60908-1372 or an approved equal.

Brand Name/Number

050015 BEADCRAFT SUPPLIES

2. 42 bags 0145588 – Craft Beads, medium sizes, wooden in assorted shapes and colors, 1 lb bag (approximately 460 pieces / bag) Stanislaus Imports #705-085794 or an approved equal.

Brand Name/Number

3. 79 pkgs 0145589 – Craft Button, Assorted Colors and Size, 1lb package. S&S #BE-9800, Creative Crafts # BP-108A, Nasco #97-3840, or an approved equal.

Brand Name/Number

4. 37 bags 0145600 – Craft Beads, Large sizes, wooden in assorted shapes and colors, 1lb bag. Approximately 75 each/bag School Smart #705-085796, Chaselle Arts & Crafts #174570, Creative Crafts BP102, or an approved equal.

Brand Name/Number

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
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050020 BLOCK PRINTING SUPPLIES

Ink-Block Printing, water base, 1" x 4" tube, 1.25 oz,
 Hunt Speedball 3400 series, Pyramid PL 3400 series
 Blick 40305 series, or an approved equal.

5.	100	ea	0145282 – Black	_____	_____
6.	36	ea	0145284 – Blue	_____	_____
7.	29	ea	0145285 – Green	_____	_____
8.	22	ea	0145286 – Orange	_____	_____
9.	47	ea	0145287 – Red	_____	_____
10.	63	ea	0145290 – White	_____	_____
11.	33	ea	0145291 – Yellow	_____	_____
12.	26	ea	0145283 – Brown	_____	_____
13.	42	ea	0145288 – Turquoise	_____	_____
14.	29	ea	0145289 – Violet	_____	_____
15.	22	ea	0145293 – Linoleum, Silver	_____	_____
16.	35	ea	0145292 – Gold	_____	_____

 Brand Name/Number

050030 CARPET, WARP AND ROVING, MACRAME

Yarn, Heavy Rug, 1.37oz, 60 yds, 100 % polyester, non-Allergenic.
 Pacon 04XXX 3-ply, Caron 4-ply or an approved equal.

17.	73	ea	0150246 – Red	_____	_____
18.	101	ea	0150226 – True Blue	_____	_____
19.	22	ea	0150227 – Brown	_____	_____
20.	47	ea	0150253 – Yellow	_____	_____
21.	36	ea	0150271 – Black	_____	_____
22.	49	ea	0150251 – White	_____	_____

 Brand Name/Number

NOTE: Submit color chart with bid.

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
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050035 CLOTH, BURLAP, LINEN, ETC.

Burlap, 48" Widths, preferred bolt lengths of 25 yds
 Dick Blick #9729104 Series,
 Chaselle, Thompson or an approved equal.

23.	161	yds	0145062 – Natural	_____	_____
24.	33	yds	0145063 – Red	_____	_____
25.	60	yds	0145065 – White	_____	_____
26.	51	yds	0145056 – Black	_____	_____
27.	48	yds	0145057 – Blue	_____	_____

 Brand Name/Number

050045 DRAWING AND PAINTING SUPPLIES

28.	304	ea	0145207 – Eraser, Kneaded, Art. Dixon #1224, Prang #12244, Charles Leonard #71585 or an approved equal.	_____	_____
_____ Brand Name/Number				_____	_____

29.	33	ea	0145331 – Linoleum, Battleship Gray, unmounted 24" x 36". Sax (Forbo) #339-0101, Blick #40404-1005, Chaselle #115218, or an approved equal.	_____	_____
_____ Brand Name/Number				_____	_____

30.	40	doz	0150029 - Pencils, drawing, #2B, KOH-I-NOOR, Faber Castell, Pyramid #1200, Musgrave #1200, PMA Unigraph, or an approved equal.	_____	_____
_____ Brand Name/Number				_____	_____

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
31.	20	cans	0150122 – Fixatif (plastic) spray, 16 oz. can, clear for preserving charcoal and art work. Borden #1303, Sax True Flow 37-2517, Crystal Clear Krylon, Pyramid Art #1540-1303, Chaselle #075965, Blick 21707-1005, or an approved equal.		
			_____ Brand Name/Number	_____	_____
32.	953	ea	0145202 – Eraser, Gum, 2" x 1" x 5/8" to 3/4" thick for drawing and tracing. Sax #30021072, Standard #AG2158, or an approved equal.		
			_____ Brand Name/Number	_____	_____
			Brushes, camel hair, round, seamless. Grumbacher #1091, Dick Blick Economy or Crayola #1121 Series <u>ONLY, NO SUBSTITUTES</u>		
33.	283	ea	0145040 - #1	_____	_____
34.	408	ea	0145041 - #2	_____	_____
35.	429	ea	0145042 - #6	_____	_____
36.	382	ea	0145043 - #8	_____	_____
37.	399	ea	0145045 - #10	_____	_____
			_____ Brand Name/Number		
38.	401	ea	0145046 – Brushes, camel hair, round, #12 seamless. Grumbacher, Blick Economy #05153-1012 or Crayola Series #1121 <u>ONLY, NO SUBSTITUTES.</u>		
			_____ Brand Name/Number	_____	_____
39.	247	ea	0145047 – Brushes, 3/4" flat, black bristle. Grumbacher #4841-075, Dick Blick or Crayola <u>ONLY, NO SUBSTITUTES.</u>		
			_____ Brand Name/Number	_____	_____
40.	205	ea	0145048 – Brushes, camel hair, 1" touch-up. Dick Blick #05511-1001. <u>ONLY, NO SUBSTITUTES.</u>		

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Brushes, Flat, Dick Blick Economy, 100% pure bristle. <u>ONLY, NO SUBSTITUTES.</u>		
41.	78	ea	0145050 – Brushes, Flat, 1”, Varnish.	_____	_____
42.	89	ea	0145051 – Brushes, Flat, 1-1/2”, Varnish	_____	_____
43.	410	ea	0145052 – Brushes, White, flat #8, Dick Blick #05169-1008. <u>ONLY, NO SUBSTITUTES.</u>	_____	_____
			Paint, acrylic, multipurpose, nontoxic, intermixable and compatible, Chromacryl <u>ONLY, NO SUBSTITUTES.</u>		
			<u>2 Liters or ½ Gal. Container:</u>		
44.	8	ea	0145306 – Cool Blue #108-3054 (1402)	_____	_____
45.	14	ea	0145451 – Black #108-3013 (1400)	_____	_____
46.	12	ea	0145455 – Scarlet Red #108-304 (1409 Warm Red)	_____	_____
47.	25	ea	0145457 – White #108-3021 (1412)	_____	_____
48.	12	ea	0145458 – Light Yellow #108-303 (1413 Cool Yellow)	_____	_____
49.	9	ea	0145454 – Green (1406)	_____	_____
50.	6	ea	0145452 – Cobalt Blue (1401)	_____	_____
			<u>16 oz sized bottle</u>		
51.	10	ea	0145311 – Burnt Umber (1205)	_____	_____
52.	14	ea	0145303 – Cobalt Blue (1201)	_____	_____
53.	23	ea	0145311 – Magenta (1219)	_____	_____
54.	12	ea	0145301 – Yellow-Oxide (1215)	_____	_____
55.	39	qts	0145242 – Gesso Acrylic Sealer, (32 oz) thick liquid, opaque, dries in 30 minutes. Hunts Gesso #6858, B & S/Crayola #5332 Blick Artist #00623 -1027, Sax #245926, Sargent Art #22-8803 or an approved equal.	_____	_____
			_____	_____	_____
			Brand Name/Number		
56.	33	qts	0145253 – Paint, Acrylic Polymer, gloss medium, dries with high gloss and is as transparent as glass. High Speedball #6886. <u>ONLY, NO SUBSTITUTE.</u>	_____	_____
57.	410	sets	0145611 – Paint, washable watercolor set, oval, 8 colors/sets Crayola #53-525, <u>ONLY, NO SUBSTITUTES.</u>	_____	_____

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Paint, Tempera, liquid, squeeze bottles, assorted colors as listed.
 Omega and Binney & Smith/Crayola Artista II **ONLY, NO SUBSTITUTE.**

32 oz sized container - #54-3132-XX Series

58.	20	ea	0145419 – White #053	_____	_____
59.	30	ea	0145420 – Red #038	_____	_____

16 oz. container - #54 – 1216 – 25XX Series:

60.	268	ea	0145404 – Black #150-504	_____	_____
61.	220	ea	0145405 – Blue #150-506	_____	_____
62.	163	ea	0145406 – Brown #150-508	_____	_____
63.	281	ea	0145407 – Red #150-501	_____	_____
64.	185	ea	0145408 – Green #150-503	_____	_____
65.	341	ea	0145409 – White #150-502	_____	_____
66.	255	ea	0145410 – Yellow #150-507	_____	_____
67.	148	ea	0145599 – Orange #150-514	_____	_____
68.	115	ea	0145411 – Violet #150-509	_____	_____
69.	45	ea	0145413 – Silver #151-517	_____	_____
70.	89	ea	0145414 – Gold #151-518	_____	_____

**16 oz. container – (Florescent Colors) –
 B & S/Crayola #1116, OMEGA, or CP #80306225X:**

71.	26	ea	0145396 – Blue (Flor) (Omega #23)	_____	_____
72.	19	ea	0145397 – Green (Flor) (Omega #22)	_____	_____
73.	13	ea	0145398 – Orange (Flor) (Omega #30)	_____	_____

Brand Name/Number

Paint, Finger, pint jars, 16 oz. B & S/Crayola #1316
ONLY, NO SUBSTITUTES.

74.	63	ea	0145390 – Blue #167-202	_____	_____
75.	66	ea	0145392 – Green #167-204	_____	_____
76.	60	ea	0145393 – Red #167-206	_____	_____
77.	44	ea	0145394 – Yellow #167-208	_____	_____

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
78.	413	sets	0145450 - Paint, Watercolor, 8-color set, oval pan, containing; Red, Orange, Yellow, Green, Blue, Violet, Brown, and Black Each set includes a #7 or #9 Natural Hair Brush with a solid wood handle. Prang OVL – 8, #00800 or an approved equal _____ Brand Name/Number Paint, watercolor refill, oval pan, 12 per pk Dixon/Prang #008XX Series. <u>ONLY, NO SUBSTITUTES.</u>		
79.	61	pk	0145441 – Red Violet #00813		
80.	32	pk	0145442 – Black #00808		
81.	65	pk	0145444 – Blue #00805		
82.	79	pk	0145445 – Green #00804		
83.	59	pk	0145446 – Turquoise #00819		
84.	67	pk	0145447 – Red #00801		
85.	61	pk	0145448 – Orange #00802		
86.	86	pk	0145449 – Yellow #00803		
87.	266	bxs	0145658 – Markers: Washable, cone tip, packed 8 per box, to consist of the following colors: Sienna, Mahogany, Terra Cotta, Bronze, Tawny, Golden Beige, Beige and Tan. Binney & Smith/Crayola #58-7801 (Multicultural Washable Markers). <u>ONLY, NO SUBSTITUTES.</u>		
88.	7415	bxs	0145608 – Crayon Set, 8 colors/set. B & S/Crayola #0008. <u>ONLY, NO SUBSTITUTES.</u>		
89.	493	bxs	0145140 – Crayons, 16 crayons / box, Dixon/Prang #00100 or Crayola #52-3016. <u>ONLY, NO SUBSTITUTES.</u>		
90.	60	pk	0145136 – Crayon, Construction Paper, 400 count Classroom pack, containing 25 each of 16 colors; Brown, Violet, Pink, Blue-Violet, Yellow, Blue, Green, Yellow-Orange, Blue-Green, Orange, Red-Orange Yellow-Green. Red, Black, Red-Violet and White Crayola #52-1617. <u>ONLY, NO SUBSTITUTES.</u>		

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
91.	373	bxs	0145141 – Crayons, compressed oil, non-toxic, student sets, 25 crayons/box. Stanford Craypas #73374, Pentel #PHN-25, Chaselle #057912, or an approved equal. <u>HOPEMATE BRAND IS NOT ACCEPTABLE.</u>		
			_____ Brand Name/Number	_____	_____
92.	172	bxs	0145142 – Crayons, fabric (to be used on synthetic materials), 8 colors/box. B & S/Crayola #52-5009 or an approved equal.		
			_____ Brand Name/Number	_____	_____
93.	260	bxs	0145144 – Crayons, large wax, non-toxic, 4" x 7/16", 16 colors/pkg., 12 pkgs per ctn, Binney & Smith/Crayola #0336. <u>ONLY, NO SUBSTITUTES.</u>		
				_____	_____
94.	479	bxs	0145610 – Marker Set, drawing, conical tip-8 colors/box, washable, Crayola #7816, <u>ONLY, NO SUBSTITUTES.</u>		
				_____	_____
95.	1027	sets	0150319 – Marker Set, watercolor, fine point, 10/set, "Fiddlesticks" or "Mr. Sketch", Sanford #03610. <u>ONLY, NO SUBSTITUTES.</u>		
				_____	_____
96.	1086	sets	0145426 – Marker Set, watercolor, bullet tip, 8 classic colors/set. Crayola #7708 or Prisma color only. <u>ONLY, NO SUBSTITUTES.</u>		
97.	2226	sets	0145609 - Color Pencils, waterproof, 12 colors/set, 3.3 MM lead. Crayola #4012, Dixon #2212, or an approved equal.		
			_____ Brand Name/Number	_____	_____
98.	48	bxs	0145082 – Chalk, Assorted Colors, Round, 24/sticks per box. Crayola #404, Colored Drawing Chalk 3-3/16" x 3/8" or an approved equal.		
			_____ Brand Name/Number	_____	_____

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
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050075 KITS, STRING AND WIRE ART

99. 102 bxs 0150062 – Pipe Cleaner, Chenille Kraft, 1000/box,
assorted colors (BRIGHT) **NOT FLUORESCENT**,
School Smart #705085907, General #7112-A,
Standard #9112, or an approved equal.

NOTE: UNIT OF MEASURE IS 1000/box. PRODUCT SHALL BE PRICED AND SHIPPED IN THIS MANNER. BOXES CONTAINING PACKS OF 100 (25 pks/box) ARE NO LONGER ACCEPTABLE.

Brand Name/Number

100. 18 ea 0150160 – String, for wrapping packages, 8-Ply, 2-1/2 lb.Spool,
Polyester/Cotton Blend, Winne or an approved equal.

Brand Name/Number

101. 43 rls 0150221 – Wire, stove pipe, 18 gauge, 50' coil, soft annealed wire,
coated with rust inhibitor. Nasco #4-438, Sax #18J, Anchor Wire #12378,
or an approved equal.

Brand Name/Number

050095 METALCRAFT MATERIALS

Metal Tooling Foils, 36 gauge, 12" W x 60" L, milled for
craft work thin enough to be easily tooled but hold shape,
easily cut with scissors. Maid O'Metal, St. Louis Craft (Nasco)
or an approved equal.

102. 13 rls 0145340 – Copper, 4-1500A
103. 99 rls 0145339 – Aluminum, 4-1499A #12

Brand Name/Number

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
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050110 NEEDLECRAFT MATERIALS

104.	67	pkgs	0145343 – Needles, Tapestry, Blunt, #13, large eye, rust resistant metal, 12/pkg. Dick Blick #2041100, Pyramid #13, or an approved equal.		
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Brand Name/Number

050120 POTTERY & CERAMIC EQUIPMENT & SUPPLIES

Liquid Glaze, Ceramic, fires 05/06, 1 pint container. Amaco, Duncan or an approved equal.

105.	24	pts	0145246 – Emerald Green, LG 45		
106.	135	pts	0145250 – Transparent, F 10		
107.	18	pts	0145251 – Turquoise, F 25		
108.	29	pts	0145252 – Lemon-Yellow, F 61		
109.	22	pts	0145557 – Blue, F 22		
110.	30	pts	0145558 – White, F 11		
111.	6	pts	0145248 – Firecracker Red, CTL-54		

Brand Name/Number

Clay, Firing, Moist, 50 lbs/box. Sculpture House, Axner Premium & Highwater Earthenware, Southern Pottery, Laguna Clay Co, or an approved equal.

112.	74	bxs	0145091 – Red		
113.	318	bxs	0145092 – White		

Brand Name/Number

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
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114.	735	pkgs	0145093 – Clay, Modeling, non-hardening, assorted colors, blue, yellow, green, red, 1 lb/pkg (individually wrapped ¼ lb packages). Kleen Klay #20, Dixon /Prang #740, Plasticene, Perma Plast, Happy Stix 4-1, or an approved equal.		
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Brand Name/Number

115	43	sets	0145586 – Clay Tools, Set of 10 to 12, 6" long, hand made, hand carved, boxwood. Nasco #33-112, Dick Blick #30304-1069, Chaselle A & C #090320, Sax #642-0004, Kemper JAS, or an approved equal.		
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Brand Name/Number

050135 STYROFOAM SHAPES AND FOAM FILLER

Styrofoam Balls, unstemmed, round, 12 per package FCM, Pyramid #ST-2-3-4 Modern Miltex, Styrofoam, or an approved equal.

116.	24	pkgs	0150162 – 3" #7552-15831		
117.	21	pkgs	0150161 – 2" #7552-15820		

Brand Name/Number

0150150 WOODCRAFT MATERIALS

118	354	ea	0145160 – Dowel, White Birch, ¼" diameter x 36" long, Madison Mills, Chaselle #183063, Craftwood, Sax #406-512, Chenille #36141 or an approved equal.		
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Brand Name/Number

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
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119	382	ea	0145161 – Dowel, White Birch, 3/8” diameter x 36” long Madison Mills, Chaselle #183072A, Craftwood, Sax #406-514, Chenille #36141, or an approved equal.		
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Brand Name/Number

NOTE: Dowels should be priced by EACH, not by packages of 10.

0150990 COMMODITIES NOT OTHERWISE CLASSIFIED

120.	136	pkgs	0145596 – Clothespin, Wooden, spring, 3-1/4”, 50/pkg. Forester #1261, Penley #00027, Chenille, School Smart #365801 or an approved equal.		
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Brand Name/Number

121.	42	qts	0150138 – Liquid Starch, <u>QUART SIZE ONLY</u> . Staflor #13100,		
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NOTE: 1/2 gallon size is not an acceptable substitute.

Brand Name/Number

122.	30	cn	0145614 – Adhesive Spray, Multi-Purpose, 11 oz can Allows repositioning, dries clear, dries permanent, Resists “bleed through”, acid free and photo safe. Elmer’s #23704-1000 (E451) or approved equal.		
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Brand Name/Number

123.	220	ea	0145551 – Bottles, Plastic Squeeze, 8 oz. capacity, cylindrical shape, 2” wide, 5-½” tall to dispenser neck (conical spout) & sealed w/snap cap, “restaurant condiment style bottle” Chaselle #052212, Continental Glass-Plastic, Pyramid #8E, Rock Paint Dist. #7010-08, or an approved equal.		
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Brand Name/Number

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Glitter, Extra Fine, 1Lb/pkg. S & S XM2826, Standards, Glitterex, or an approved equal.		
124.	42	pkgs	0145260 – Assorted Colors	_____	_____
125.	45	pkgs	0145261 – Blue	_____	_____
126.	91	pkgs	0145263 – Gold	_____	_____
127.	25	pkgs	0145265 – Lavender	_____	_____
128.	63	pkgs	0145266 – Red	_____	_____
129.	63	pkgs	0145267 – Silver	_____	_____
130.	51	pkgs	0145264 – Green	_____	_____
131.	48	pkgs	0145262 – Diamond Dust	_____	_____
			_____ Brand Name/Number		
132.	161	ea	0145148 – Cup, Paint watercolor, 2 oz. School Smart #085876 or an approved equal.		
			_____ Brand Name/Number	_____	_____
133.	58	pkgs	0150123 – Sponges assorted sizes and colors, 16/pkg. Cellulose Big 0 #6179, Hydra #16 Pak, Chaselle Hydra Asst., or an approved equal.		
			_____ Brand Name/Number	_____	_____
134.	122	bxs	0145055 – Mounting Adhesive, bulletin board, colorless, odorless, stainless, ¾ oz. stick, 6 sticks/box. UHU Tac Scored for easy separation, 80 pads, ¼" x ½" #SAU-99683 or an approved equal.		
			_____ Brand Name/Number	_____	_____
135.	171	bxs	0145629 – Glue Sticks, All Purpose, therma grip, hot melt adhesive, ½" x 4" long, 50/box. B & D GS12, S & S #GL424, Ad Tech 229, FPCOT5O Status Plus 72036, or an approved equal.		
			_____ Brand Name/Number	_____	_____

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
136.	364	ea	0145634 – Glue, tacky, 8 oz. bottle, all purpose, dries clear and flexible. Aleene’s #8-10 or an approved equal. _____ Brand Name/Number	_____	_____
137.	120	gals	0145268 – Glue, School, 1 gal container, Sax #023269, or an approved equal. _____ Brand Name/Number	_____	_____
138.	71	pkgs	0145619 – Bulletin Board Plastic-Tak, 2.5 oz. or 75 grams pkg., reusable adhesive, Approx. 2-1/2” x 7” x 1/8” thick, solid block, cut/tear to size, 10 pkgs/box. 3M #860, Power Tack #SA3011B, or approved equal. _____ Brand Name/Number	_____	_____
139.	71	bx	0145004 – Push Pin, Aluminum, 1/2” Diameter, Lead, 5/8” Long, 100/box. Moore #4-100. <u>ONLY, NO SUBSTITUTE.</u>	_____	_____
140.	148	bx	0150216 – Stick, Popsicle, 1000/box, Wood Craft #66510, S & S #CS425 or an approved equal. _____ Brand Name/Number	_____	_____
141.	7993	ea	0150346 – Glue stick, rub on Universal #75749, Color Splash #GL560, S&S Color Splash, or an approved equal. _____ Brand Name/Number	_____	_____

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
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445200 KNIVES, STEELS, NON-KITCHEN TYPE

Knives, Utility with retractable blade and five (5) extra blades inside handle. Sturdy aluminum alloy knife with slide lock. General #855, #852; Excel #16-009, #20-092; Pyramid #9030-16009, #1130-076; Nasco #41-757, 9-252 or an approved equal.

142.	46	ea	0145304 – Knives	_____	_____
143.	18	pkgs	0145302 – Blade	_____	_____

Brand Name/Number

Knives, 4-3/4" long plastic handle with metal lock for heavy work. #5 Xacto with #19 blade, Excell #16-005, #20-004; Hunt Asst. #32; Nasco #41-420, #63-110 or an approved equal.

144.	56	ea	0145305 – Knives	_____	_____
145.	51	pkgs	0145307 – Blades #2 tips for Xacto #5 handle	_____	_____

Brand Name/Number

146.	26	sets	0145149 – Cutter, Linoleum Set with handle and five (5) blades. Hunt Speedball assortment #1 (4131). <u>ONLY, NO SUBSTITUTES.</u>	_____	_____
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615780 SCISSORS

147.	498	ea	0150110 – Scissors, Blunt tip, 4 ½"-5" in length, corrosion resistant stainless steel blades. Fiskars Model #9416, <u>ONLY, NO SUBSTITUTES.</u>	_____	_____
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ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
148.	1117	ea	0150111 – Scissors, Pointed tip, corrosion resistant stainless steel blades, Fiskars Model #9430. <u>ONLY, NO SUBSTITUTES.</u>	_____	_____
149.	1181	ea	0150113 – Scissors, Shears, made of Ferro-alloy with high cutting edge. Overall length 8” – 9”; length of blades approx. 4 ½”. Fiskars 01-004253J. <u>ONLY, NO SUBSTITUTES.</u>	_____	_____

Lead time to provide bid items awarded this company will be on or before _____.

Please state discount credit for prompt payment, if any, in the space provided below.

Terms: _____

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____