

I. INTRODUCTION

The purpose of this bid is to enter into a one-year purchase agreement for classroom supplies as needed and distributed by the Central Warehouse. The bid term will be effective from September 1, 2012 – August 31, 2013 upon Escambia County School Board approval. All terms and conditions, including pricing, will be in effect for the entire term of this agreement.

****ALL SAMPLES MUST BE RECEIVED BY MONDAY, JULY 9 IN THE PURCHASING OFFICE, 75 NORTH PACE BLVD., PENSACOLA, FL 32505. ANY SAMPLE RECEIVED AFTER JULY 9 WILL NOT BE EVALUATED FOR BID CONSIDERATION.****

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; (4) Other factors as specified in Section III- Special Conditions. 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. **PACKAGING:** All merchandise of 50 case lots will come in palletized on 48" x 40" grocery pallets. Maximum of 45" high from bottom of pallet to top of stack. Slip sheeting is an acceptable alternative.
- B. **SAMPLES:** If bidding on brands and numbers other than as specified, a sample must be submitted with your bid, for proper evaluation. Samples should be clearly marked with both the vendor's name and the bid number, and item number by **Monday, July 9. Any sample that is not clearly identified with bid number, item number, and Bidder/MFG's name will not be considered for bid evaluation.**
- C. **DOCUMENTATION:** All invoices, packing list, and relevant documentation should reference the appropriate purchase order and the seven digit School District item identification number shown in the detailed specifications.
- D. **DELIVERY:** Deliver all goods to the Escambia County School District Warehouse, 51 East Texar, Pensacola, Florida, 32503. All shipments/deliveries must be received and signed for by the Warehouse Manager or his designee. Delivery appointments must be made at least 24 hours in advance. (850) 469-5321.
- E. **TERMS OF AGREEMENT:** Upon School Board approval of bid, all prices, terms and conditions of the purchasing agreement will be in effect for the term(s) of the agreement commencing from September 1, 2012 through August 31, 2013. Bid shall be renewed for an additional term upon mutual consent and School Board approval.
- F. **MINIMUMS:** The vendor may include a statement regarding a minimum order quantities or value affection final order processing. Notations of minimum order/shipping requirements should be placed on the comment line of the item in the Specifications and Price Section of this bid (Section IV).
- G. **BID QUANTITIES:** **Quantities indicated and delivery dates on this bid are estimates based on usage.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated. By signing this agreement, Bidder is agreeing to delivery at this price for the contract period.
- H. **BRAND APPROVAL:** Escambia County School District has a program to pre-approve acceptable brands prior to issuance of a bid. Only previously approved brands, as listed for each item, shall be accepted for this bid, except for any new item or items for which the specifications have been revised since the last RFP issued by the Escambia County School District. All new items or items for which the specifications have been revised shall be noted as such on the appropriate comment line in Section IV and shall be noted by vendor as an Alternate bid.
- I. **ALTERNATE BIDS:** Mindful of the fact that new products may have been manufactured and variance in the kind and size of container and number of units in a shipping case commercially available, no bidder is prevented from submitting a bid on different kind and size of container and/or number of units in a shipping case, provided the packaging specified is not available commercially.
 - a. Any alternate packaging offered must be substantially equivalent and listed as an alternate bid.

III. SPECIAL CONDITIONS (CONT.)

I. ALTERNATE BIDS: (Cont).

- b. Changes in packaging and packing offered by the bidder must be clearly indicated in the bid request and will be given consideration to the extent deemed consistent with the best interests of the schools.
- c. New Products that have not been previously approved must be listed as an Alternate Bid on the appropriate line of Section IV. **REFER TO ATTACHMENT#A – PRIOR BID SAMPLE APPROVAL LIST** for items that were approved or not approved for use by the District.

B. Samples must be provided to the District no later than Monday, July 9. Bids will not be accepted for alternate items without a sample. Any sample that is not clearly identified with bid number, item number, Bidder/Mfg's name will not be considered for bid evaluation.

J. **APPROVED PRODUCTS FOUND UNACCEPTABLE IN USE:** If an approved product is found to be unacceptable when used in schools, the school board reserves the right to remove product from our approve list.

K. **PRODUCT SUBMISSION FOR BRAND APPROVAL WITHOUT A BID SOLICITATION.** If a vendor has a different brand other than the approved brand listed on the bid and it has not been evaluated by the School District, the vendor may contact the Purchasing Agent (850) 469-6210 to send in samples for evaluation. If samples are approved, they shall be added to the list of approved brands for the next Classroom Supplies bid.

L. **CONDITION OF PRODUCT AT TIME OF DELIVERY.** Bidders shall ensure that merchandise is shipped to and received by the District in good conditions that meet bid specifications, quality and appropriately ordered quantity. At destinations all products shall be in compliance with applicable bid specifications and will be reexamined by the consignee for compliance. **If an item is received in the District's central warehouse that does not exactly meet specifications the Central Warehouse will either refuse shipment at delivery or issue a pickup notice to the Bidder. Any item requiring bidder's pickup because it does not meet the bid specifications will be picked up by the Bidder at the bidder's expense. No shipping charges or restocking fees shall be charged to the School District. If bidder indicates that specifications are being met, but delivers inferior products, or indicates after the bid award that the price must go up, the bidder's entire bid may be terminated and awarded to the next lowest bidder and/or the bidder may be prohibited from doing business with the District for a period not to exceed two years.**

M. **BID DOCUMENTS REQUIREMENTS:** The following items must be submitted with the bid. **Failure to submit all the items listed below will result in the entire bid or bid item not being accepted.**

- a. If bidding on brand and/or number OTHER THAN AS SPECIFIED, SAMPLES ARE REQUIRED. Samples must be received in the purchasing office no later than **Monday, July 9**. Please make a notation in the comments section if you are sending a sample.
- b. **If bidding, the returned bid document must be signed by an authorized vendor representative to indicate awareness of all terms and conditions of the bid document.**
- c. Failure to submit a completed bid on an item prevents any consideration of your bid on that item.
- d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on the last page of the bid document) must be signed and returned with the ITB. **Failure To Return This Form May Result In The Bid Document Not Being Accepted.**

IV. SPECIFICATIONS AND PRICE

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
125750			TAPES, BOOKBINDING		
1.	230	rl	0150334 – 3" X 15 Yds. Tape, Book Mending, Clear, Transparent. Scotch #845C. NO SUBSTITUTES		
			_____	_____	_____
			Brand Name/Number		
2.	75	rl	0150335 – 4" X 15 Yds. Tape, Book Mending, Clear, Transparent. Scotch #845D. NO SUBSTITUTES		
			_____	_____	_____
			Brand Name/Number		
195830			WALLCLOCKS, ELECTRIC AND BATTERY		
3.	20	ea	0145670 – Clock, Wall, Electric, 14" face w/sweep secondhand, brown case. Seth Thomas # WBR-709 or Chicago Lighthouse NO SUBSTITUTES		
			_____	_____	_____
			Brand Name/Number		
4.	320	ea	0145153 – Clock, Wall, Battery, 14" face. Black quartz. <u>Uses "AA" Battery</u> Charles Leonard # 76820. NO SUBSTITUTES		
			_____	_____	_____
			Brand Name/Number		
305280			DRAFTING AND DRAWING INSTRUMENTS		
5.	55	ea	0145162 -Drawing Triangle, 12", 30-60-90, clear plastic. Approved: #S1390-12, C-Thru #S390-12, Breman Precision 3690-12, or an approved equal.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
305280			DRAFTING AND DRAWING INSTRUMENTS		
6.	50	ea	0145100 – Compass, Metal Nickel Finish, Ball Bearing. Approved: C-Thru #116, Rogers #4398 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
305350			DRAWINGBOARDS, CURVES, PROTRACTORS, ETC.		
7.	1000	ea	0150064 – Protractor, 6" Plastic, two (2) rows of calibrations, (0°-180°) (180°-360°) open. Approved: Sterling Plastic #582, AM Pin Fastner, C-Thru, Leon #77106, General #16231W or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
605600			PENCIL SHARPENERS, ELECTRIC, MANUAL & PARTS		
8.	300	ea	0150026 – Sharpener, Pencil, Mechanical, Approved Boston Model #KS-1031, Stanley – Bostitch #MPS1-BLK or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
9.	675	ea	0145667 – Sharpener, Pencil, Electric color-black, thermal overload, auto-reset automatic pencil stop. Hunt Boston #1818. NO SUBSTITUTES		
			_____	_____	_____
			Brand Name/Number		
615050			ADHESIVES: GLUE, MUCLAGE, PASTE, ETC.		
10.	900	ea	0150070 – Rubber Cement, 4 oz. Bottle with brush cap. Acid free, photo safe, dries clear, shatter resistant bottle. Approved; Sanford #494, Carter #08-450, Ross #44, Elmers E-904 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
615090			BINDER'S CHAIN, POST, PRONG, RING, ETC.		
11.	200	ea	<p>0145015 – Binder, 3-Ring, 8-1/2" x 11", Black Vinyl, 1-1/2" capacity with pocket. open & close triggers, stiff vinyl cover. Approved: National #67-985, Samsill #11500, Admiral Binder, WJ#368 – 34NBVT, ATAPCO, Avery # K31115BK, Demco #8313022 or an approved equal.</p> <p>_____</p> <p>Brand Name/Number</p>	_____	_____
12.	520	ea	<p>0145010 – Binder, 3-Ring, 8-1/2" x 11", Black Vinyl, 2" capacity with pocket, open & close triggers, stiff vinyl cover. Approved: Admiral #64-44, Cardinal #00500, Wilson Jones #368 – 44NBVT, Samsill #11600 ATAPCO #A00500, C&S #116BK, or an approved equal.</p> <p>_____</p> <p>Brand Name/Number</p>	_____	_____
13.	100	ea	<p>0145016 – Binder, 3-Ring, 8-1/2" x 11", Black vinyl cover, 3" capacity with pocket. open & close triggers, stiff vinyl cover and Approved: Cardinal #00601, WJ #368 – 49HBAV, ATAPCO #0060, Oxford #88-7330 or an approved equal.</p> <p>Note: <u>Prefer Binder To Have Sheet Lifter Included</u></p> <p>_____</p> <p>Brand Name/Number</p>	_____	_____
14.	2400	ea	<p>0145684 – Binder, 3 Ring, 8-1/2"x11", 1" capacity, White vinyl, with clear vinyl wrap around pockets on front, back & spine, stiff cover, open & close triggers. Approved: Wilson-Jones W362 – 14WPP GBC #831-3001 or an approved equal.</p> <p>_____</p> <p>Brand Name/Number</p>	_____	_____

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
615090 BINDER'S CHAIN, POST, PRONG, RING, ETC. (CONT.)					
15.	2800	ea	<p>0145677 – Binder, 3 Ring, 8-1/2" x 11", 1-1/2" capacity, White vinyl, concealed rivets with clear vinyl wrap around pockets on front, back & spine; stiff cover, open & close triggers. Approved: Samsill #18657, Associated #AV1185WE, K&M #VB-11-15WE, Cardinal #014444, Wilson Jones #362 – 34WPP, Sparco, Acco#05721/ W27604, ATAPCO #01400, Quill #72215WE, Avery # CV111SWE GBC #831-3002 or an approved equal.</p> <hr/> <p>Brand Name/Number</p>		
16.	1750	ea	<p>0145681 - Binder, 3 Ring, 8-1/2" x 11", 2" capacity, White vinyl, concealed rivets with clear vinyl wrap around pockets on front, back & spine, stiff cover, open & close triggers. Approved: Samsill #18667C GBC #831-3003 or an approved equal.</p> <hr/> <p>Brand Name/Number</p>		
17.	640	ea	<p>0145678 -Binder, 3 Ring, 8-1/2"x11", 3" capacity, White vinyl, concealed rivets with clear vinyl wrap around pockets on front, back & spine, stiff cover, open & close triggers. Approved: Samsill #18687C, Associated #AV1183WE, K&M #VB-11-25WE, Cardinal #01644; Wilson Jones #362 – 49WPP, Esselte, ATAPCO #01600, Sparco # 05741 GBC #831-3051, or an approved equal.</p> <p>Note: <u>Prefer Binder to have a sheet lifter included.</u></p> <hr/> <p>Brand Name/Number</p>		

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
615090			BINDER'S CHAIN, POST, PRONG, RING, ETC. (CONT.)		
18.	2400	ea	0145005 – Binder, 3 Ring, 8-1/2"x11", 1/2" capacity, Black vinyl, with clear vinyl wrap around pockets on front, back & spine, stiff cover, open & close triggers. Approved; Wilson Jones W362 – 13BPP or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
19.	75	bx	0145366 – Book Ring, 1-1/2" 100 Rings/box, Bright Nickel finish Approved: General BR-5, Quill JV43566 or approved equal		
			_____	_____	_____
			Brand Name/Number		
615310			COVERS: BRIEF, MANUSCRIPT, REPORT, INC.		
20.	3700	ea	0145597 – Folders, Twin Pocket, Portfolio style, without prongs, five assorted colors, 8-1/2" x 11", 25/box. Approved: Oxford-Esselte #57513 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
21.	30280	ea	0145604 – Folders, with Pockets and Prongs, assorted colors, 8-1/2" x 11", 25/box. Approved: Duo-Tang #54128/54828, Amberg #57713, Oxford-Esselte #57713 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
22.	250	pk	0145598 – Folders, Twin Pocket, Plastic, Portfolio style, without prongs, 8-1/2" x 11", 5 assorted colors/pack: Yellow, Green, Red, Blue and Smoke, Approved: Sparco #01844 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
615790			RULERS		
23.	500	ea	0150071 – Rulers, 6” (15 cm), Plastic. Approved: Sparco #SPR 01489, Leonard #77610, Status Plus 450-15, Westcott# 45016-001 or an approved equal. Note: Need markings in inches and centimeters		
			_____	_____	_____
			Brand Name/Number		
24.	500	ea	0110083 – Rulers, 12” (30 cm), Plastic. Approved: School Specialty “School Smart” # 200506, Westcott #45011, School Specialty # 081888, Standard Stationary #SSSC #16220, Demco# 1640010 or an approved equal. Note: Need markings in inches and centimeters		
			_____	_____	_____
			Brand Name/Number		
25.	1400	ea	0150072 – Rulers, 12” Wood, with metal edge. Approved: Falcon #331-12, Acme #R50112, Leonard #77312, School Smart #081903, SSSC #KS-611 or an approved equal. Note: Need markings in inches and centimeters		
			_____	_____	_____
			Brand Name/Number		
26.	100	ea	0150073 – Rulers, 18”, Wooden, with metal edge. Approved: Falcon #331-18, Acme #R50118, Leonard #77318, SSSC #ST-931-18 or an approved equal. Note: Need markings in inches and centimeters		
			_____	_____	_____
			Brand Name/Number		
27.	100	ea	0150074 – Yard stick/Meter Stick, Wood, with a Clear lacquer finish, Scaled with centimeters on one side and inches on the other, metal tip and hole for hanging. Approved: Leonard 77595, ACME#10432, School Smart#081900 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
620200			ERASERS		
28.	3000	ea	0145205 – Erasers, Pencil, Pink Pearl, Large. Approved: Eberhard Faber #070521, Dixon #38910, Leonard #71502, Standard G.100, Gustav Engelhardt 13-061SP or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
29.	1900	pkg	0145203 – Erasers, Caps, fits standard pencils, 12/pkg. Approved: Faber Castell #7107; 02907Dixon 34501, CLI 80799, Papermate #73015, Office Depot #206503, Business Stationers Stellar #13-065SP or an approved equal.		
Note: Bulk packages/boxes of 144 each loose caps are no longer accepted. Product must be pre-packaged/retail ready with 12 each per pack.					
			_____	_____	_____
			Brand Name/Number		
620600			PENCILS, LEAD		
30.	7800	dz	0150033 – Pencils #2, Tipped, 6 dz/box. Approved: Ceres #909, Faber Castell #210, American, Berol Ensign #200, Dixon #14402 #2 (HB) or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
31.	250	dz	0150030 – Pencils, Beginners, Untipped. Approved: Berol Alpha #245, Faber Castell #80, Patriotic Musgrove #500, Dixon #13080, PMA 500 TOT, Standard Stationary #SSSC8C, Liquimark #66521 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
32.	355	dz	0150031 – Pencils, 2nd Grade with erasers, 6 dz/box. Approved: Dixon #3304; Musgrove 3030T, Faber Castell #89R, Media 11/32 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
620600			PENCILS, LEAD (CONT.)		
33.	425	ea	0145675 – Pencils, mechanical, .5mm lead, quick clip automatic, lead advance, removable clip & eraser. Approved: Pentel #P215N, Zebra Z-Grip #52310, SSSC Clicksharp #1004-5 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
34.	75	dz	0150038 – Pencils, Red Colored Lead, 6dz/box. Approved: Berol Verithin 700 Series; Berol Empire; Pyramid #650 Series, Musgrove #510-7, Sanford #3354, Liquimark #63-177 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
35.	200	dz	0150034 – Pencils, #2-1/2 Lead (by Dozen only) Approved: Dixon/Oriole # 12875 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
36.	900	dz	0150315 – Pencil, #2-1/2 Lead. Approved: Berol Miranda #174-2-1/2 or Sanford Mirado # 02098. NO SUBSTITUTES		
			_____	_____	_____
			Brand Name/Number		
37.	100	tubes	0145676 – Lead, Refill, .5 mm, 12 leads/tube, Black, for .5mm mechanical pencil. (Fits #0145675) Approved: Pentel #C505HB, SSSC Clicksharp #RF-5 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
620860			PEN, FELT TIP, ERASABLE MARKERS		
38.	150	dz	0130121 – Black Markers, Transparency, Fine point, felt tip, Water soluble. Approved: Sanford #1600X, Expo Vis-à-Vis #16001, Ticonderoga 88127, Liquimark #12121 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
39.	115	dz	0130122 – Blue Markers, Transparency Fine point, felt tip. Water soluble. Approved: Sanford #1600X, Expo Vis-à-vis #16003, Ticonderoga #88128, Liquimark # 12123 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
40.	40	dz	0130124 – Green Markers, Transparency Fine point, felt tip. Water soluble. Approved: Sanford #1600X, Expo Vis-à-vis # 16004, Liquimark #12124, Ticonderoga 88124 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
41.	25	dz	0130126 – Red Markers, Transparency Fine point, felt tip. Water soluble. Approved: Sanford #1600X, Expo Vis-à-vis #16002, Liquimark #12127 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
42.	40	dz	0130127 – Violet Markers, Transparency Fine point, felt tip. Water soluble. Approved: Sanford #1600X, Expo Vis-à-vis # 16008, Liquimark # 12126, or an approved equal.		
			_____	_____	_____
			Brand Name/Number		

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
620900			PENS, GENERAL PURPOSE MARKING: BROAD TIP, ETC. A SAMPLE IS REQUIRED FOR ITEMS #43 – 47 REGARDLESS OF THE BRAND YOU ARE BIDDING.		
43.	575	dz	0130129 – Black Markers, fine point, Permanent, waterproof ink. Approved: Sanford Sharpie #30001, Dixon Redi Sharp # 98207, Universal # 07071, Demco 1719201, Liquimark 93121 Jorge/DT Scribo #2117PB or an approved equal. _____ Brand Name/Number	_____	_____
44.	40	dz	0130130 – Blue Markers, fine point, Permanent, waterproof ink. Approved: Sanford Sharpie #30003, Dixon Redi-Sharp # 98208, Demco #1719203, Liquimark #93123 Jorge/DT Scribo #2117PBL, or an approved equal. _____ Brand Name/Number	_____	_____
45.	60	dz	0130132 – Red Markers, fine point, Permanent, waterproof ink. Approved: Sanford Sharpie #30002, Dixon Redi Mark # 98201, Liquimark 93127, Jorge/DT Scribo #2117P-R or an approved equal. _____ Brand Name/Number	_____	_____
46.	30	dz	0130131 – Green Markers, fine point, Permanent, waterproof ink. Approved: Sanford Sharpie #30004, Dixon #81104 Ticonderoga 97204 or an approved equal. _____ Brand Name/Number	_____	_____
47.	30	dz	0145345 – Markers, Red, large, felt, chisel-tip, instant dry, permanent ink. 12/box Approved: Sanford Sharpie #38202, Dixon Redi Mark # 95001, Demco Marks-A-Lot 16203420 Ticonderoga 95001, Jorge/DT Scribo #2101R or an approved equal. _____ Brand Name/Number	_____	_____

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
620900			PENS, GENERAL PURPOSE MARKING: BROAD TIP, ETC. (CONT.) A SAMPLE IS REQUIRED FOR ITEMS #48 - 51 REGARDLESS OF THE BRAND YOU ARE BIDDING.		
48.	300	dz	0145336 – Markers, Black, large, felt, chisel-tip, instant dry, permanent ink 12/box. Approved: Sanford Sharpie #38201, Dixon #99007N, Ticonderoga # 95007, Universal #07051 Demco #1633170, Jorge/DT Scribo #2101P-B or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
49.	1440	sets	0145335 – Marker Set, felt-tip, chisel or bullet, assorted colors; Red, Blue, Orange, Purple, Green, Yellow, Black, Brown. 8 colors per set. Approved: Sanford #64300, E. Faber #64740, Dennison #24-701, Sargent Art #22-1530 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
785300			CHALK, CRAYONS, ERASABLE MARKERS, WATERCOLOR		
50.	1330	sets	0130250 – Highlighter Set, (5) assorted colors with 6 pens per set; 2 Yellow, 1 Pink, 1 Green, 1 Blue, 1 Orange. Approved: BIC Brite Line #BLP-61S Sharpie #25076 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		
51.	35	bxs	0145086 – White Chalk, 144 Sticks/Box, Approved: School Smart #08432, Sargent Art #66-2012, Omega #80244208, Crayola #1402 or an approved equal.		
			_____	_____	_____
			Brand Name/Number		

THE BID PRICE SHOULD BE FOR 12 BOXES OF 12 STICKS EACH FOR A BUY QUANTITY OF 144 STICKS PER BOX.

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
785300			CHALK, CRAYONS, ERASABLE MARKERS, WATERCOLOR (Con't)		
<p>NOTE: A SAMPLE OF A "LOW ODOR" VARIETY IS REQUESTED FOR EVALUATION FOR ITEMS #52 – #56</p>					
52.	2700	sets	<p>0145654 – Markers, Dry Erasable, Chisel Point, for Dry White Board, 4 color/set. Approved: Sanford #80074. NO SUBSTITUTES</p> <hr/> <p>Brand Name/Number</p>		
53.	350	sets	<p>0145685 – Markers, Dry Erasable, Fine Point, for Dry White Board, 4 color/set. Approved: Sanford#84074 or #86074. NO SUBSTITUTES</p> <hr/> <p>Brand Name/Number</p>		
54.	500	dz	<p>0145682 – Markers, Dry Erasable for Dry White Board. Approved: Black Expo #83001. NO SUBSTITUTES</p> <hr/> <p>Brand Name/Number</p>		
55.	200	dz	<p>0145683 – Markers, Dry Erasable for Dry White Board. Approved: Blue Expo #83003. NO SUBSTITUTES</p> <hr/> <p>Brand Name/Number</p>		
785570			ERASERS AND CLEANERS, CHALKBOARD/DRYBOARD		
56.	240	ea	<p>0145204 – Erasers, Chalkboard, all felt, double sewn, 12/box. Approved: Weber Costello#804-526, Baker #EBA05, Leonard # 74585, School Smart #009219 or an approved equal.</p> <hr/> <p>Brand Name/Number</p>		

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
785570			ERASERS AND CLEANERS, CHALKBOARD/DRYBOARD (Con't) A SAMPLE IS REQUIRED FOR ITEMS #57-58 REGARDLESS OF THE BRAND YOU ARE BIDDING.		
57.	1300	ea	0145655 – Eraser for Dry White Board. Approved: Sanford #81505 or an approved equal. _____ Brand Name/Number	_____	_____
58.	1000	btls	0145656 – Cleaner for Dry White Board, 8 oz. /bottle, Approved: Sanford "Expo." # 81803. NO SUBSTITUTES _____ Brand Name/Number	_____	_____
785760			PAPER ITEMS, CLASSROOM: COMPOSITION BOOKS, TABLETS, ETC.		
59.	250	rms	0145530 – Paper, Manuscript Writing, (Second Grade) early transition, 1/2" writing space above the red baseline is divided by a broken midline. 1/4" descender space below the baseline. Approved: Zaner Bloser #140142, American, Pacon, APC GR3-DOT or an approved equal. _____ Brand Name/Number	_____	_____
60.	175	rms	0145531 – Paper, Manuscript Writing, (Grade 3), 1/2" writing space above the red baseline is divided by a broken midline. 3/16" descender space below the baseline. Approved: Zaner Bloser #140143, American ARN 0801, Pacon or an approved equal. _____ Brand Name/Number	_____	_____

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
785760			PAPER ITEMS, CLASSROOM: COMPOSITION BOOKS, TABLETS, ETC. (CONT.)		
61.	90	pkgs	<p>0145528 – Paper, Manuscript Writing, Story-Writing 18" x 12", 5/8 ruling, Red Baseline, primary grade blank space for drawing at the top of the paper, 250 sheets per package. Approved: Zaner Bloser #140190, American ARN #1854, Pacon, Roselle Zaner Bloser #RWNZBKS1218 PS2 or an approved equal.</p> <p>_____</p> <p>Brand Name/Number</p>	_____	_____
62.	400	rms	<p>0145529 – Paper Manuscript Writing, (First Grade) 5/8" writing space above the red baseline. 5/16" descender space below the baseline. Approved: Zaner Bloser #140141, American ARN #1044, Pacon or an approved equal.</p> <p>_____</p> <p>Brand Name/Number</p>	_____	_____
63.	600	pkgs	<p>0150114 – Sentence Strips, size 3" X 24", Ruled 1-1/2", one side for manuscript writing, other side ruled for numerals. 100 strips/pkg. Approved: American, Cosmos #0040, Pacon #S157, APC 9760 or an approved equal.</p> <p>_____</p> <p>Brand Name/Number</p>	_____	_____
64.	1400	pkgs	<p>0145539 – Paper, Student Notebook Filler, Wide Ruled, 8" x10-1/2", blue cross ruled, 300shts/pkg. Approved: Top Flight #300P, Data Com, Roaring Springs #20300 or an approved equal.</p> <p>_____</p> <p>Brand Name/Number</p>	_____	_____
65.	1400	ea	<p>0145538 – Notebook, Spiral, Single Subject, Wire Bound & 3-Hole Punched, 70 sheets, Wide Ruled 10-1/2" x 8". Approved: Meade # 05510 or an approved equal.</p> <p>_____</p> <p>Brand Name/Number</p>	_____	_____

IV. SPECIFICATIONS AND PRICE (CONT.)

<u>ITEM NO.</u>	<u>QTY</u>	<u>UOM</u>	<u>ITEM I.D. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
715300			DISPLAY AND EXHIBIT MATERIALS		
66.	400	ea	0149999 – Project/Display Boards 36" x 48", Tri-Fold, White, 25/box Pre-scored foldout sides eliminate the need for props or easels. Durable corrugated construction. Approved: Elmers 730-300. NO SUBSTITUTES		
			Brand Name/Number		
ITEMS NOT OTHERWISE CLASSIFIED					
67.	100	ea	0110047 – Prisms, Equilateral, Glass, 3" (75 mm) to 4" (100 mm) long with 1-1/4" (30 mm) faces and base. Nasco SB14089M or an approved equal.		
			Brand Name/Number		
68.	25	pk	0110048 – Lens, Magnifier, Plastic, 10 lens/pk Dual Powers, 3x / 6x, with Safety Lanyard. Approved: Learning Resources LER 2013, School Smart #086241, or an approved equal.		
			Brand Name/Number		
69.	75	pk	0145368 – Hook, White Plastic, 2-pk, Medium Duty, Approved: 3-M #17001, W/Command Adhesive NO SUBSTITUTES		
			Brand Name/Number		

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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 _____

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

PRIOR BID #112902 SAMPLE APPROVAL LIST

ATTACHMENT #A

VENDOR/MANUFACTURER	ITEM #	ITEM NAME	DATE REC'D	STATUS
JORGE/DIAMOND TEC	41	MARKERS, BLACK, FINE PT., SCRIBO #2117P-B	23-Jun-11	APPROVED
"	42	MARKERS, BLUE, FINE PT., SCRIBO #2117P-BL	23-Jun-11	APPROVED
"	43	MARKERS, RED, FINE PT., PERM., SCRIBO#2117P-R	23-Jun-11	APPROVED
"	45	MARKERS, RED, LG. FELT TIP, SCRIBO #2101-R	23-Jun-11	APPROVED
"	46	MARKERS, BLACK, LG. FELT TIP, SCRIBO# 2101P-B	23-Jun-11	APPROVED
"	50	MARKERS, DRY ERASABLE, CHISEL PT. FOR DRY WHT. BOARD, #3101D-B	23-Jun-11	NOT APPROVED
"	52	MARKERS, DRY ERASABLE, FOR DRY WHITE BOARD, #3101D-B	23-Jun-11	NOT APPROVED
"	53	MARKERS, DRY ERASABLE, FOR DRY WHITE BOARD, BLUE, SCRIBO #3101D-BL	23-Jun-11	NOT APPROVED
BUSINESS STATIONERS	8	SHARPENER, PENCIL, STATUS PLUS#10-004	22-Jun-11	NOT APPROVED
"	19	FOLDERS, W/POCKETS AND PRONGS, ASST. COLORS, SPX#34-310	22-Jun-11	NOT APPROVED
"	22	RULERS, 12", PLASTIC, SPX#23-061	22-Jun-11	NOT APPROVED
"	23	RULER, 12", WOODEN W/METAL EDGE, SPX#23-060	22-Jun-11	NOT APPROVED
"	24	RULERS, 18", WOODEN W/METAL EDGE, SPX#24-102	22-Jun-11	NOT APPROVED
"	25	YARDSTICK, 36", HARDWOOD, SPX#24-090	22-Jun-11	APPROVED
"	26	ERASERS, PENCIL, PINK, STELLAR#13-061	22-Jun-11	APPROVED
"	27	ERASER CAPS, STELLAR#13-065	22-Jun-11	APPROVED
"	36-39	TRANSPARENCY MARKERS, FINE PT., FELT TIP, STELLAR #9316 (04-++)	22-Jun-11	NOT APPROVED
"	45	MARKERS, RED, LARGE, FELT, CHISEL-TIP, PERM., PERFECTION #7800 (05-263)	22-Jun-11	NOT APPROVED
"	46	MARKERS, BLK, LARGE, FELT, CHISEL-TIP, PERM., PERFECTION #7800 (05-257)	22-Jun-11	NOT APPROVED
"	47	MARKER SET, FELT, CHISEL OR BULLET, ASST. COLORS, PERFECTION #9800, SET OF 8	22-Jun-11	NOT APPROVED
"	48	HIGHLIGHTER SET, SET OF 6, ASST. COLORS, PERFECTION #4800 (06-229)	22-Jun-11	NOT APPROVED
"	54	ERASERS, CHALKBOARD, FELT, SPX#25-020	22-Jun-11	NOT APPROVED
"	55	ERASER FOR DRY WHITE BOARD, SPX#06-056	22-Jun-11	NOT APPROVED
GBC SALES	14	BINDER, 3-RING, 1" CAP, WHITE VINYL, GBC#8313001	23-Jun-2011	APPROVED
"	15	BINDER, 3-RING, 1-1/2" CAP., WHITE VINYL, GBC#8313002	23-Jun-2011	APPROVED
"	16	BINDER, 3-RING, 2" CAP., WHITE VINYL, GBC#8313003	23-Jun-2011	APPROVED
"	17	BINDER, 3-RING, 3" CAP., WHITE VINYL, GBC#8313051	23-Jun-2011	NOT APPROVED

BID #112902 SAMPLE APPROVAL LIST
ATTACHMENT #A (CONT.)

**VENDOR SAMPLES NOT EVALUATED -
RECEIVED AFTER 6/23/11 DEADLINE**

DATE REC'D

**SILVIA REYES, LIQUI-MARK
SARGENT ART
FILE-EZ FOLDER/PYRAMID SCHOOL
PRODUCTS
AMERICAN PAPER CONVERTERS
STANDARD STATIONERY SUPPLY**

**6/29/2011
6/28/2011

6/29/2011
7/5/2011
7/11/2011**