



# Mobile County Public School System

P.O. Box 180069 • Mobile, Alabama 36618 • (251) 221-4000

## BOARD OF SCHOOL COMMISSIONERS

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Reginald A. Crenshaw, Ph.D.—District 3

**SUPERINTENDENT** Martha L. Peek

Purchasing Department  
Phone (251)221-4473  
Fax (251)221-4472  
purchasing.mcpss.com

Bid No. 12-66  
BUYER: RHONDA WILLIAMS

June 20, 2012

### **INVITATION TO BID** **WINDOW BLINDS** **AS NEEDED BASIS**

Sealed proposals will be received by the Board of School Commissioners of Mobile County, Alabama at its Purchasing Department, 1 Magnum Pass, Mobile, Alabama 36618, until **Monday, July 9, 2012 @ 2:00 PM** at which time they will be publicly opened and read aloud.

The submission of the bid by the vendor, acceptance and award of the bid by the School Board of Mobile County, Alabama, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract documents shall be issued.

1. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Mobile County Public School System, or prospective bidders in restraint of freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
2. Bidder has become fully familiar with the general terms, conditions and specifications of this bid request and agrees to abide by all conditions stated herein:
3. **Bidder agrees to VISA® Purchasing Card and E-Payables PAVA process for invoice payments in place of a check to pay for purchases from this solicitation. See payment terms for more information.**

### **PLEASE PRINT OR TYPE BELOW**

Legal Name of Vendor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

(List Toll Free Number if Applicable)

Telephone Number: \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Name(Typed or Printed)

**THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED**

# GENERAL TERMS AND CONDITIONS

## MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

### 1. ALABAMA IMMIGRATION LAW COMPLIANCE:

**As a Contractor/Vendor as defined in the Act, to the Local Board of Education (Board), it is crucial to your relationship (future or continuing) with the Board that you comply with the Immigration Reform Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly please provide your Affidavit of Immigration Compliance. These documents can be found in the following bid package along with a compliance check list.**

**2. ADDITIONAL ORDERS:** Unless it is specifically stated to the contrary in the bid response, the School District reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

**3. ADDENDA:** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders that are **registered** with the Purchasing Department. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form from Purchasing Department.

**4. APPLICABLE LAW:** This contract shall be construed and interpreted according to Alabama Law.

**5. ASSURANCE OF NON-CONVICTION OF BRIBERY:** The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

**6. AWARD CONSIDERATION:** The following factors will be considered in determining the lowest **responsible** bidder:  
Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

**7. BID AND PERFORMANCE SECURITY:** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to Board of School Commissioners of Mobile County. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School District and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be nonsubstantial. All checks will be returned to the bidders within five (5) days after the contract has been Board approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

**8. BRAND NAMES:** The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the Purchasing Department or their designated representatives. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the Board's satisfaction.

**9. DELIVERY OF BIDS:** Bids must be received in the Purchasing Office by the the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be

addressed to the Board of School Commissioners, Purchasing Office, P.O. Box 180069, Mobile, AL 36618; when using other couriers, send to the Board of School Commissioners, Purchasing Office, 1 Magnum Pass, Mobile, AL 36618. The School District accepts no responsibility for premature opening of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Board of School Commissioners, Purchasing Department by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening.

**10. ERRORS IN BIDS:** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

**11. HAZARDOUS AND TOXIC SUBSTANCES:** Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the School District with a "Material Safety Data Sheet" if required.

**12. INVOICING, DELIVERY, PACKAGING:** Invoices shall be prepared only after ordered materials have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. **District personnel may choose to use a VISA® Purchasing Card and E-Payables PAVA process for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder by submitting a bid, agrees to accept the VISA® purchasing card and E-Payables process, as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® purchasing card. Refusal to accept this condition may cause your bid to be declared non-responsive.**

All invoices must show the purchase order number. Vendors shall not ship any material without an authorized purchase order from the Board of School Commissioners of Mobile County or local school. All packages delivered must show the purchase order number. The successful bidder will be required to furnish all materials, equipment, and/or service called for at the bid price quoted. In the event the bidder fails to deliver within a reasonable period of time, as determined by the Board, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original bidder will be back charged the difference between the original contract price and the price the Board has to pay as a result of the failure to perform by the original contractor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B.; School Site, Mobile County, AL. The title and risk of loss of the goods will not pass to the Board, Departments, Schools until receipt and acceptance takes place at the F.O.B. point.

**13. INSPECTION OF PREMISES:** At reasonable times, the Board may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Board makes such an inspection, the contractor must provide reasonable assistance. The Board reserves the right on demand and without notice all the vendor's files associated with a subsequent contract where payments are based on contractor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract.

**14. INSURANCE:** If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the School District from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

# GENERAL TERMS AND CONDITIONS

## MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

**15. INVITATION TO BID:** Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

**16. NON-DISCRIMINATION:** The Board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

**17. PRODUCT TESTING:** Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract. The Board reserves the right to request a demonstration of any and all items bid before making the award.

**18. PATENTS:** Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the School District, employees on any claims arising out of the purchase of goods or services.

**19. PROTESTS:** Any protest to the Board's consideration of any bid must be submitted in writing and received by the Purchasing Manager no later than five (5) calendar days after awarding the bid. The Assistant Superintendent of Business Services will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The Purchasing Manager is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

**20. PREPARATION OF BID:** All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

**21. PRICING:** Prices quoted shall be delivered prices and shall include any and all costs, charges, taxes, and fees i.e. the Board shall only pay the price and amount quoted and nothing more.

**22. QUESTIONS/CONTACT:** All questions must be directed to the buyer listed on the particular bid. Clarification will be made only by written addenda sent to all registered bidders. The Board will not be responsible for verbal answers regarding the intent or meaning of the specifications or for any verbal instructions given prior to the bid opening. Bidders shall not contact any member of the Mobile County School Board, Superintendent, or Staff regarding this bid prior to posting of the final tabulation in the Purchasing Office after such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

**23. REJECTION OF BIDS:** Mobile County school District reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the School District will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Board of School Commissioners, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Default on previous contracts, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

**24. SAMPLES:** Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

**25. TABULATION:** Bid results are posted on Purchasing's web site, and will remain for sixty (60) days after the posting date. The awarding bidders will be sent a written notification via mail.

**26. TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded as a result of this solicitation will be subject to funding

and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the Board of School Commissioners of Mobile County. Insufficient funds shall be the grounds for immediate termination of this solicitation.

**27. TERMINATION FOR THE CONVENIENCE OF THE BOARD:** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Purchasing Manager shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the Purchasing Manager. In such event, the School District shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

**28. TERMINATION FOR DEFAULT:** If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School District. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

**29. WARRANTY:** The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School District, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

**30. VENDOR LIST:** A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

**THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.**

**THE SCHOOL BOARD OF MOBILE COUNTY, ALABAMA**

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**RUSSELL HUDSON  
PURCHASING MANAGER**

MINIMUM SPECIFICATIONS  
FURNISH AND INSTALL WINDOW BLINDS

I Intent of Bid

- A. The intent of this bid is to establish a contract between the board and bidder for the furnishing and installation of various window blinds on an "As Needed Basis" as described herein. The unit price asked for is "square foot" to include all material, labor and anything else required to successfully install the said blinds. The exact quantity and size are unknown. Therefore, we can only estimate the square footage that may be used during this contract. This contract will be used to purchase window blinds for newly built and renovated schools, and existing schools and the square footage is not known at this time.
- When the window size is known, a measurement will be taken to determine the square footage of the window. Then, the square footage of the window will be multiplied by the successful bidder's quoted square footage price to determine the price of the window. The principal will decide, at their option, which type of blind will be used at their particular school.

II Qualifications of Bidders

- A. Bids will be accepted only from firms engaged on a full time basis in the window treatment business.
- B. The successful bidder must maintain a service department employing installers who have been trained and have adequate experience to successfully install the window blinds indicated. Installers must be employed on a full time basis by the bidder and may not be sub-contractors.
- C. Bidder must be a manufacturer's authorized dealer in the product they are quoting.
- D. The successful bidder is responsible for all window measurements regardless of the quantity.

III Method of Award and Period of Bid

- A. Bid will be awarded on a lump sum basis, or whatever method deems in the best interest of the District.
- B. The Board will contract with the successful bidder for a one year period beginning Board Approval. The Board may renew the contract up to a maximum period of two years and renewed annually at the Board's sole option. Vendor performance will be a primary factor in renewal recommendations.
- C. The Board will allow a price escalator clause on the materials. Only one price increase per year is allowed, and the manufacturer(s) of the product must show proof of the price increase. All price increases are subject to the approval of the Purchasing Department.
- D. The Board shall have the exclusive option to terminate any contract entered into with thirty (30) days written notice to the other party.
- E. Delivery shall be F.O.B. school site within Mobile, County, AL.

IV Terms of Payment

- A. While it is the intent of the Board of School Commissioners to pay all bills within thirty (30) days, there may be times when this strict requirement cannot be adhered to, as payment is normally processed approximately thirty (30) days from final approvals of receipts and verified invoices. Should a contestment result regarding quality, terms, etc., the thirty (30) days would appear after the matter has been cleared. Payment may be expedited by providing original invoices and/or certified copies of an original, should a copy be the only thing

available. If a copy is used, certification must state “true, correct, and unpaid original invoice”, and signed by an official of the company.

**B. District personnel may choose to use a VISA® Purchasing Card and E-Payables PAVA process for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder by submitting a bid agrees to accept the VISA® purchasing card and E-Payables process, as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® purchasing card. Refusal to accept this condition may cause your bid to be declared non-responsive. (See E-Payables explanation and the PAVA Vendor Enrollment Data Elements sheet.)**

C.

D. The above stated terms of payment are the only terms which the Board will consider. Any bid submitted which does not comply with our stated terms will not be considered for award.

#### V. General Specifications

- A. All bidders must warrant their labor for a period of one year after final acceptance. Bidders must respond to request for service as called for, and warranty shall include all parts, labor, and transportation costs.
- B. The successful bidder shall provide proof of insurance that will protect him from claims under workman’s compensation acts and also such insurance which will protect him and the Board of School Commissioners of Mobile County from any other claims for personal injury, including death. Successful bidder shall likewise provide proof of comprehensive liability insurance that will protect the Board from claims arising out of the work done by the successful bidder.
- C. Successful bidder shall pay all applicable royalties and license fees and shall defend all suits or claims for patent or process infringement and save the Board of School Commissioners harmless from loss from such suits or claims. The successful bidder must provide, at his expense, all necessary permits, certificates, and licenses required for the lawful execution of this work on this project.
- D. Installation shall include the delivery, unloading, uncrating, setting in place, fastening to walls, other structures or fixtures where required and all other work, materials and equipment whether or not expressly required herein which are necessary to result in a completely installed job.
- E. Cuffing, patching, and finishing required in connection with installation and the repair of any damage caused by the installation shall be done by the successful bidder so as to match the original conditions perfectly both as to material and workmanship.
- F. The successful bidder shall be completely responsible for any damages caused to the building or its contents as a direct result of his installation or testing activities. Upon completion of the work the successful bidder shall clean up all debris, cartons, etc., and remove same from the premises. The successful bidder shall continually clean up after his operations to prevent any accumulation of debris, equipment, etc., and shall maintain all exit ways free and clear at all times.
- G. Installation shall be performed in a professional and workmanlike manner and conform with all requirements of the equipment manufacturer, local building codes, and good construction and engineering practices. Where any hardware, fasteners, supplies, parts, labor, transportation, etc., is needed to complete an installation or ongoing job and is not specifically called for in the specifications, it shall be supplied without additional cost to the Board. Therefore, it is the responsibility of the bidder to verify the needs of the job and include all costs in the bid price.

## **Mobile County School Board Accounts Payable Department**

### **What is E-Payables?**

The District has adopted the use of Pava, powered by Solvit Software, Inc. Pava receives invoice and purchase order details from Accounts Payable and assigns a one time use credit card number.

E-Payables allows the District to pay vendors via a credit card and turn around vendor payments in a shorter time frame than the current paper check you now receive.

### **How Does E-Payables Work?**

- After goods are delivered and/ or services rendered, vendors submit invoices to the Accounts Payable Department according to the current process.
- When Accounts Payable has authorization of a 3-way match (purchase order, delivery receipt and invoice) AND the invoice(s) are due for payment according to your current payment terms with the District, E-Payables begins its process.
- The vendor then receives an email notification of the payment from the District.
- The vendor then logs into a secure site using their assigned user ID and password. Each payment notification will include the card number, expiration date, security code, payment amount and invoice and/ or PO numbers.
- Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the card as authorized in the email, the virtual card will no longer be available for charges. When the next payment is provided the vendor will receive a new card number, security code and expiration date.

### **What are the Benefits to using E-Payables?**

- Receive payments 7 – 10 days sooner; resulting in a quicker cash flow for day to day operations or investments.
- Reduce the cost of paper processing and employee time spent on preparing and making bank deposits.
- Void the risk of lost or stolen checks.
- Quickly reduce outstanding accounts receivable balances.

### **How do I Participate in the E-Payables Program?**

Simply contact Mobile County School Board Accounts Payable Department (251) 221-4438 and request to be enrolled in the E-Payables payment program.

**SOLVIT SOFT, INC & REGIONS BANK**  
**PAVA VENDOR ENROLLMENT DATA ELEMENTS**

Please complete data elements 2 – 5:

1. AP Code (Internal Use Only- MCPSS)
2. Vendor Name (Vendor Use)
3. Account Receivable Contact – Name (Vendor Use)
4. Account Receivable Contact - Email Address (Vendor Use)
5. Account Receivable Contact – Phone Number (Vendor Use)

AP CODE	VENDOR NAME	AR CONTACT NAME	AR CONTACT EMAIL	AR CONTACT PHONE

# IMMIGRATION LAW COMPLIANCE

## CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

### Vendor Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address* *Suite/Unit #*

\_\_\_\_\_ *City* *State* *ZIP Code*

Phone: ( ) \_\_\_\_\_ Alternate Phone: ( ) \_\_\_\_\_

### Please Read the attached Immigration Notice and Select one (1) of the Following:

The Alabama Immigration Law **DOES NOT** apply to the above named company. Please explain:

\_\_\_\_\_  
\_\_\_\_\_

The Alabama Immigration Law **DOES** apply to the above named company and the documents are on file with Mobile County School System

The Alabama Immigration Law **DOES** apply to the above named company and the **AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE** DOCUMENTS are ATTACHED with the Bid Response

The documents are available at [www.mcpss.com/immigrataion](http://www.mcpss.com/immigrataion) and [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify)

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*



BOARD OF SCHOOL COMMISSIONERS  
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID NO#: 12-66

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department.

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

IS THE COMPANY MINORITY OWNED?:    \_\_\_ YES    \_\_\_ NO

IS THE COMPANY OWNED BY:            \_\_\_ MALE    \_\_\_ FEMALE    \_\_\_ BOTH

IS THE COMPANY INCORPORATED        \_\_\_ YES    \_\_\_ NO

ETHNICITY OF OWNERSHIP:

- \_\_\_ ASIAN AMERICAN
- \_\_\_ AMERICAN INDIAN
- \_\_\_ BLACK
- \_\_\_ DISABLED
- \_\_\_ HISPANIC
- \_\_\_ OTHER (PLEASE SPECIFY): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## CHECKLIST

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

\_\_\_\_\_ Mailing envelope has been addressed to:

Board of School Commissioners  
Purchasing Office  
P. O. Box 180069  
Mobile, AL 36618

OR

Board of School Commissioners  
Purchasing Office  
1 Magnum Pass  
Mobile, AL 36618

\_\_\_\_\_ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time
- 

**TO HELP REDUCE POSTAGE COSTS, AWARD NOTICES WILL ONLY BE MAILED TO SUCCESSFUL BIDDERS. THE BID RESPONSES CAN BE VIEWED ON THE WEBSITE; AFTER BOARD APPROVAL, THE OFFICIAL AWARD CAN BE VIEWED ON THE WEBSITE (ACTIVE CONTRACTS).**

**ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET**

**Check Each Of The Following As The Necessary Action Is Completed.**

- The **Invitation to Bid** sheet has been signed
- The minority questionnaire
- The variance sheet (if applicable)
- The debarment sheet
- No Bid Bond required
- Addendum (if any) has been included
- PAVA Vendor Enrollment Data Sheet
- Read all bid requirements and specifications
- Alabama Immigration Law Compliance Documents

**SPECIFICATION VARIANCE SHEET**

**BID ON: WINDOW BLINDS**

**BID NO: 12-66**

If bidding a substitute, bidder must identify in detail the differences on this sheet. Please include any other documents that will support your explanation. Failure to complete this document may result in rejection of bid.

ITEM #

EXPLANATION

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**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 1722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

PR/Award Number of Project Name

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant," "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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

**BID ON: WINDOW BLINDS - AS NEEDED BASIS**

**BID NO.: 12-66**

**OPENED: JULY 9, 2012 @ 2:00 PM**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Square Footage Price (includes labor &amp; material)</b>	<b>Brand/ Model</b>	<b>Labor Warranty</b>	<b>Product Warranty</b>	<b>Delivery After Receipt of Order</b>
1	Window Blind, horizontal mini blind, manufactured by Springs Window Fashions, Bali S3000 Mini Blind or approved equal. Color selected from standard colors.	\$				
2	Window Blind, horizontal 2" faux wood, manufactured by Springs Window Fashions, Graber Lake Forest 2" or approved equal. Color selected from standard colors.	\$				