



# Charleston County School District

## Invitation for Bid

Solicitation Number	09-CP-B-0020
Date Printed	16 October 2009
Date Issued	16 October 2009
Procurement Official	Paul LaRocque
Phone	843-566-8150
E-Mail Address	paul_larocque@charleston.k12.sc.us

### DESCRIPTION: WINDOW SHADES FOR VARIOUS DISTRICT SCHOOLS

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT BID BY: **6 November 2009 @ 2:00 p.m.**

QUESTIONS MUST BE RECEIVED BY: **23 October 2009 @ 12:00 p.m.** Questions shall be in writing and submitted via email. Questions are to be emailed to: [paul\\_larocque@charleston.k12.sc.us](mailto:paul_larocque@charleston.k12.sc.us) with copy to [estrack@southernmgt.com](mailto:estrack@southernmgt.com)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and three (3) copies (marked 'copy')**

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

#### SUBMIT YOUR SEALED OFFER TO:

Construction Procurement Services  
 ATTN: Mr. Paul LaRocque  
 3999 Bridge View Drive  
 North Charleston SC 29405      **See Section II.A provision "PUBLIC OPENING"**

CONFERENCE TYPE:    N/A DATE & TIME:        N/A	LOCATION:            N/A
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on. The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.ccsdschools.com/procurement/ConstSolic.pdf">http://www.ccsdschools.com/procurement/ConstSolic.pdf</a>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (also see section I Scope of Solicitation)

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	<b>OFFEROR'S TYPE OF ENTITY:</b> <small>(Check one)</small> <input type="checkbox"/> Small (15 employees of less) <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____ <small>(See "Signing Your Offer" provision.)</small>
AUTHORIZED SIGNATURE  <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
TITLE  <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small> DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION	<small>(If offeror is a corporation, identify the state of Incorporation.)</small>
TAXPAYER IDENTIFICATION NO.  <small>(See "Taxpayer Identification Number" provision)</small>	

COVER PAGE CCSD

**PAGE TWO**  
**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)							
	Area Code	Number	Extension	Facsimile				
	E-mail Address							
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)							
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)							
<b>ACKNOWLEDGMENT OF AMENDMENTS</b>  Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.  See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
<b>DISCOUNT FOR PROMPT PAYMENT</b>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)				

\*\* IN THE EVENT OF MORE THAN FOUR (4) AMENDMENTS (ADDENDA) PLEASE LIST ON A SEPARATE SHEET

## **Solicitation Outline**

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## I. Scope of Solicitation

As a part of the process for the construction of educational facilities, Charleston County School District (CCSD) desires bids for Window Shades as specified in Sections III and VIII of this solicitation. Sealed bids must be in accordance with the attached specifications and scope of work. A listing of projects is provided in Section III. The resultant pricing agreement will be used for both new construction and renovation projects as well as upgrading existing window shades in existing buildings on an as required basis. Substitutions for items listed in Sections III and VIII will not be accepted and bid will be determined to be non-responsive. CCSD reserves the right to select the product(s) that, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. The specifications listed in Sections III and VIII of this solicitation contain or reference several acceptable manufacturers that may be bid on. It is Charleston County School District's intent to contract with the successful bidder by entering into a three (3) year Pricing Agreement. The prices submitted in response to this solicitation will be firm and not subject to escalation for a period of two (2) years from the Pricing Agreement's date of execution. After which time price escalation will be permitted and will be based upon, and limited to, the Bureau of Labor Statistics US Producer Price Index Product Code 337920-2

## II. Instructions to Bidders

### A. General Instructions

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** - wherever used in this Pricing Agreement shall mean the successful General Contractor for construction of a school in this program.
7. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Bidders are cautioned that. Amendments may modify information provided on the Cover Page.
8. **District** - wherever used in this Invitation for Bid shall mean the Charleston County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
10. **Bidder** - wherever used in this Invitation for Bid shall mean the selected bidder"
11. "Supplier", "Vendor" or "Seller" wherever used in this Invitation for Bid shall mean the selected bidder
12. **Page two** - means the second page of the original solicitation, which is label Page Two.
13. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
14. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
15. **Sub-Contractor** - means any person having a purchase order to perform work or render service to contractor as a part of contractor's agreement arising from the construction solicitation.
16. **You And Your** - means Bidder.

BID FORMS Bid Forms are included for your use (see Attachment A). Please indicate your firm's name on the Bid Form and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

GOVERNING TERMS AND CONDITIONS Bids shall be submitted subject to the indicated Terms and Conditions. Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted CCSD Terms and Conditions by the submittal of a bid.

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Bidders should monitor the following website for the issuance of Amendments: <http://www.ccsdschools.com/procurement/ConstSolic.pdf> (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page and the CCSD website. The date and location of posting are indicated in the Schedule and Activities section of this solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Bidders responding to the Solicitation and any award will not be effective until the sixteenth day after such notice is given and all approvals have been received. The Intent to Award will be posted on or before 28 September 2009.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting the District a signed Bid, you are offering to enter into a contract with Charleston County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Bidder on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

PROCUREMENT AGENT (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Official acts on behalf of Charleston County School District pursuant to the Charleston County School District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts, unless and to the extent that the Board is using District unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the Procurement Official or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office prior to the bid opening

DUTY TO INQUIRE Bidder, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Bidders are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Bidder's risk. Bidder assumes responsibility for any patent ambiguity in the Solicitation that Bidder does not bring to the District's attention.

PLEASE INCLUDE TAXES IN BID PRICE Please include any taxes in your price that the District may be required to pay, however it must be shown as a separate entry on the Bid Forms total summation.

PROTESTS Any prospective bidder, Bidder, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Bidder, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Contracts and Procurement Services Director, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM BIDDERS (a) Any prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective Bidder concerning a solicitation will be furnished promptly to all other prospective Bidders as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Bidders. (b) The District seeks to permit maximum practicable competition. Bidders are

urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

RESPONSIVENESS / IMPROPER OFFERS (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. N/A

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Bidders will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Official.

(d) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO BIDDERS By submitting an Offer, You agree not to discuss this procurement activity in any way with any District employees, its agents or officials. All communications must be solely with the Procurement Official. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Official.

SIGNING YOUR OFFER Every Offer must be signed by an individual with actual authority to bind the Bidder. (a) If the Bidder is an individual, the Offer must be signed by that individual. If the Bidder is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Bidder is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Bidder is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Bidder is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Bidder must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL/PROPRIETARY INFORMATION Offerors shall visibly mark as "Confidential" or "Proprietary" each part of their bid which they consider proprietary information. Price may not be considered confidential proprietary information. Offerors may not mark all pages as proprietary.

SUBMITTING YOUR OFFER OR MODIFICATION (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. CCSD assumes no responsibility for the delivery of any solicitation, addendum, solicitation response or any other correspondence by the U.S. Postal Service, electronic transmission, facsimile or any other method.

BID ACCEPTANCE PERIOD In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official in writing.

BID IN ENGLISH & DOLLARS Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

REJECTION/CANCELLATION The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

WITHDRAWAL OR CORRECTION OF BID Bids may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile bids, they may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that
  - (i) Offeror and/or any of its Principals
    - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
    - (B) Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.
  - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- (2) "Principals." For the purpose of this certification, means Officials; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsible.
- (d) 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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Official may terminate the contract resulting from this solicitation for default.

DRUG FREE WORK PLACE CERTIFICATION By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions

of the indicated specifications, unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.

**OFFICE CLOSING** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

**NOTICES** All contacts should be directed to Paul LaRocque, Construction Procurement Officer. No company should contact District staff directly. All questions should be directed in writing via Email to Paul LaRocque at [paul\\_larocque@charleston.k12.sc.us](mailto:paul_larocque@charleston.k12.sc.us) Answers to all questions submitted will be incorporated into the solicitation document via amendment.

**B. Special Instructions:**

1. Vendors are reminded to comply with the specifications and requirements. The bid form should not be used as a vendor's worksheet. Failure to comply may result in disqualification.
2. VENDORS MUST MAINTAIN ALL INVITATION FOR BID DOCUMENTS. IN THE EVENT OF AN AWARD, DUPLICATE ATTACHMENTS WILL NOT BE INCLUDED WITH THE PRICING AGREEMENT.
3. You and/or your firm shall be licensed in accordance with the provisions of Section 40-11-10 through 40-11-410 of the Code of Laws of South Carolina, 1976, as amended.
4. Bidders shall submit with their bid, catalog cut sheets/specifications by manufacturer and model adequately describing the item(s) being offered regardless of the manufacturer offered.
5. The estimated quantities listed on the bid form are based upon construction drawing quantity take offs when available. Additional quantities were based upon past school construction experience.
6. If applicable, in case of a discrepancy between a unit price and an extended price, the unit price will govern. The unit price will be presumed to be correct, subject to correction to the same extent and in the same manner as any other mistake.
7. Delivery will be FOB destination, freight prepaid. Delivery by the vendor to the common carrier does not constitute delivery to the District. Claim for loss or damage should be between the vendor and the carrier.
8. Bid prices will be inclusive. Please include all taxes in with your bid. Taxes shall be listed as a separate line item. The district will not honor any hidden costs, which may be invoiced at a later date relating to items in this solicitation.
9. A pricing agreement will result from this solicitation based on the lowest unit prices per square foot as identified as Line Item #1 in Attachment A.
10. The Bid Forms shall be filled in completely. The documents should be signed and dated on the bottom of the Bid Forms with the name of the bidder noted. The specifications listed in Sections III and VIII of this solicitation contain or reference several acceptable manufacturers that may be bid on. The items, design guide manufacturer and design guide acceptable manufacturer number listed in the electronic Bid Form are for reference and bidders may submit pricing on any of the manufacturers listed as acceptable in Sections III of the solicitation.
11. The Bidder's Statement of Assurances and Compliances (Attachment-D) shall be filled out completely and submitted with the bid. Failure to do so will render the bid non-responsive.
12. All requirements of Window Shade Specification Section 122413 (Attachment –B) must be complied with as a condition of the award for this bid.

13. There exists the possibility to replace existing window shades in existing buildings. However, due to the uncertainty of requirements square footage was not included for this effort.

14. Schedule and Activities

Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

Issue of Invitation for Bid	16 October 2009
Pre-Bid Conference	N/A
Deadline for Receipt of Question's Regarding the IFB	23 October 2009 @ 12:00 PM
Public Opening of Bids	6 November 2009 @ 2:00 PM
Posting of Award or Intent to Award	9 November 2009

15. Establishment of delivery dates is the responsibility of the general contractor awarded the construction contract on a project-by-project basis.

### III. Specifications

The scope of work for this Pricing Agreement includes, but is not limited to, supplying Window Shades & installation thereof to General Contractors engaged in the CCSD Capital Improvement facilities construction program and are listed as follows:

Stiles Point Elementary School	Sanders Clyde K-8
E.B. Ellington Elementary School	Center of Arts & Academics
Mamie Whitesides Elementary School	Oakland Elementary School
Haut Gap Middle School New	District 4 High School (STALL)

Certain processes, types of equipment or kinds of materials are described in the specifications by means of trade names and catalog numbers. CCSD reserves the right to select the items that, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Section III, Part 1 & Specification 122413 list or reference several acceptable manufacturer's products. Alternate manufacture's products will not be accepted.

#### PART 1 - PRODUCTS

##### APPROVED WINDOW SHADES

##### STANDARD SHADES:

For classrooms and interior windows when required by project

- PRODUCT: Draper Inc.; Manual FlexShade or Techmatic, Insolroll Window Shading System; Radiance Solar Screen, Kojo Worldwide; Solar window shades or Spring Window Fashions; Manual Solar Shades
- FABRIC: E-Screen by Mermet, M-Screen by Mermet (5%) or Sheer Weave Series SW2000/ 2100 by Phifer

Provide light filtering fabrics with an openness factor that ranges between: 1%-10%

Select a range from 3-5% for clear view and 5%-10% for Obstructed View.

Fabric certified GREENGUARD Environmental Institute Children & Schools and/or certified according to Oeko-Text Standard 100 for Harmful Substances. CONFIDENCE IN TEXTILES LABEL.

Comply with NFPA 701

**BLACKOUT SHADES:**

For use in rooms where audio-visual presentations are made:

- **PRODUCT:** Draper Inc.; Lightbloc FlexShade, Insolroll Window Shading System; Radiance Audio-Visual Blackout; Kojo Worldwide or Spring Window Fashions.
- **FABRIC:** 3G Mermet Fokclé by Mermet; SB9000 by Draper or 14oz Fiberglass Blackout by Insolroll.

Comply with NFPA 701

**PART 2 - INSTALLATION**

Installation will be in accordance with Window Shade Specification 122413 (Attachment B)

**END OF SECTION III**

**IV. Information for Offerors to Submit –**

In addition to information required elsewhere in the body of this Invitation for Bid, Bidders shall complete the following:

- Attachment A- BID FORM – Completed, as required
- Attachment C-BIDDER’S- Statement of Assurances and Compliances
- Attachment D-Minority - Participation Affidavit
- Attachment F- Questionnaire – Complete and submit with Bid.

**V. Qualifications**

Bids will be accepted from bidders who are regularly established in the business called for, and who, in the judgment of the district, are financially responsible and able to show evidence of their reliability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities and personnel directly employed or supervised. Responsibility of the bidder or offeror shall be ascertained for each contract awarded by CCSD based upon full disclosure to CCSD concerning capacity and capability to meet the terms of the contract and based upon past record of performance for similar contracts.

**VI. Basis of Award**

This solicitation will be awarded as the base bid price to one responsive and responsible bidder whose bid is determined to be the most advantageous to CCSD, taking into consideration price, delivery, and adherence to the bid specifications. The award will not be divided between multiple bidders. By submitting a solicitation response, the bidder acknowledges that it has had the opportunity to inquire about the District’s Procurement Code and other District Policy. The district reserves the right to reject or accept any and all offers and to waive informalities thereof.

**VII. Terms and Conditions**

Charleston County School District reserves the right to make the final determination as to the bidders’ ability to provide the products or services requested herein.

**CCSD agrees to require contractors to use this agreement for any and all like items that have an established unit price. This pricing agreement is to be used for all school construction projects listed in Section III of this solicitation. If in the event, a Supplier cannot furnish the required quantities, given a normal lead-time for manufacture and delivery, CCSD will allow a contractor to purchase its materials from other sources. This exception will not be freely given.**

RISK OF LOSS The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

REJECTION The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

ORDER OF PRECEDENCE In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general purchase order clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special purchase order clauses and (e) instructions to bidders.

CORRECTION OF ERRORS ON THIS BID FORM All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

#### INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Charleston County School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnitees as herein provided.

3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnitees if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

RECORDS RETENTION AND RIGHT TO AUDIT Charleston County School District has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the District Procurement

Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The District may conduct, or have conducted, performance audits of the contractor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, contractor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the District.

DISCUSSION WITH BIDDERS Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids.

CONTRACT ADMINISTRATION Questions or problems arising after award of this contract shall be directed to the Procurement Official at 3999 Bridge View Drive, North Charleston, SC 29420.

FORCE MAJEURE The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

PUBLICITY RELEASES Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

QUALITY OF PRODUCT Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Charleston County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the solicitation.

SOUTH CAROLINA GOVERNING LAW CLAUSE The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Contracts and Procurement Services Director in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Charleston County, State of South Carolina. Contractor agrees that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term "agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

## INSURANCE

1. The Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contractor and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

**Type of insurance**

**Minimum Limit of liability (\$ 0.00)**

**Workers Compensation, Applicable Federal and Employer's Liability**

- |                                 |  |
|---------------------------------|--|
| <b>1. State:</b>                | <b>Statutory</b>   |
| <b>2. Applicable Federal:</b>   | <b>Statutory</b>   |
| <b>3. Employer's Liability:</b> | <b>\$100,000 per accident<br/>\$500,000 disease, policy limit<br/>\$100,000 disease, each employee</b> |

**General Liability Insurance including completed operations and product liability coverages:**

- |  |                    |
|--|--------------------|
| <b>1. General Aggregate<br/>(Except Products – Completed Operations):</b>  | <b>\$1,000,000</b> |
| <b>2. Products – Completed Operations Aggregate:</b>   | <b>\$1,000,000</b> |
| <b>3. Personal and Advertising Injury<br/>(Per person/organization):</b>   | <b>\$1,000,000</b> |
| <b>4. Each Occurrence<br/>(Bodily Injury and Property Damage):</b>   | <b>\$1,000,000</b> |
| <b>5. Fire Damage (Any one fire):</b>  | <b>\$1,000,000</b> |
| <b>6. Medical Expense (Any one person):</b>  | <b>\$1,000,000</b> |
| <b>7. Property Damage Liability Insurance will provide explosion, collapse and underground coverages where applicable.</b> |                    |
| <b>8. Excess Liability (Umbrella Form)</b>   |                    |
| a) General Aggregate:  | <b>\$2,000,000</b> |
| b) Each occurrence<br>(bodily injury and property damage)  | <b>\$1,000,000</b> |

2. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Charleston County School District will be named as an additional insured on all policies.

TERMINATION Subject to the conditions below, the District providing a 30-day advance notice in writing is given to the contractor may terminate the contract for any reason.

NON-APPROPRIATIONS Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

FOR CONVENIENCE In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

FOR CAUSE Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

DEFAULT In case of default by the contractor, the District reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

ASSIGNMENT No contract or its provisions may be assigned, sublet, or transferred without the written consent of Charleston County School District.

AFFIRMATIVE ACTION The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

SWMBE PARTICIPATION: Charleston County School District encourages SWMBE businesses to participate in the IFB process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a yearly report submitted to the Charleston County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your proposal. Construction Managers and CCSD are committed to utilizing minority business enterprises wherever possible. CCSD's goal is to have a minimum of 10% of the total dollar value of the contract resulting from its solicitations placed with certified Minority Business Enterprises either through direct contract or through subcontracts. As part of any Bid, provide an explanation of how you intend to help us achieve/exceed this goal. This goal does not require any Supplier to conduct business with any bidders other than those Supplier selects.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at \$50,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a District contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with District Minority Firms.

ITEM SUBSTITUTION (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the District without permission from the Procurement Official.

RESTRICTIONS/LIMITATIONS No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract.

PURCHASES FROM OTHER SOURCES Charleston County School District reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract (the above does not apply to solicitations for service requirements). (The following portion applies only to Statewide term contracts) otherwise, it is mandatory that all governmental bodies procure their requirements for the goods and services during its term, provided however that section 9 of the provisions to the Appropriations Act requires that if a governmental body is offered goods and services at a price that is at least ten percent less than the term contract price for the same goods or services, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. If the vendor holding the term contract meets the lower price, then the governmental body must purchase from the contract vendor..."

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

COMPLIANCE WITH STATUTES: During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

SUBCONTRACTORS: Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

CONTRACT AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Official responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Procurement Official responsible for this solicitation, at 3999 Bridge View Drive, North Charleston, SC 29405.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT The District requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the District will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PAYMENT FOR GOODS AND SERVICES Payments for goods will be made from Contractors ordering materials against this pricing agreement. CCSD accepts no liability for any non-payment of materials purchased by contractors.

**B. Special Provisions: N/A**

**VIII. BIDDING SCHEDULE --- SEE ATTACHMENT A**

## WINDOW SHADES BID FORM

**Window Shade Unit Price per Square Foot\* = \$\_\_\_\_\_**

**Total Price For 70,527 Sq. Ft . = \$\_\_\_\_\_**

**Above pricing is based upon assumption that Standard Shades and Blackout Shades are the same unit price. If unit prices differ, fill out the following bid format:**

**A. Standard Window Shade Unit Price per Square Foot = \$\_\_\_\_\_**

**Total Price For \_\_\_\_\_ Sq. Ft. (to be entered by bidder) X Unit Price = \$ \_\_\_\_\_**

**B. Blackout Window Shade Unit Price per Square Foot = \$\_\_\_\_\_**

**Total Price For \_\_\_\_\_ Sq. Ft. (to be entered by bidder) X Unit Price = \$ \_\_\_\_\_**

**Total Price for A + B = \$\_\_\_\_\_**

**Applicable tax to be applied per square foot unit cost - \$\_\_\_\_\_**

**Check block of manufacture whose product the above unit price is based:**

Drapier Inc.

Kojo

Insolroll

Spring Window Fashions

**\* per square foot unit price to include materials, installation, shipping/delivery (if applicable)  
Enter cost for taxes where shown.**

**Time from receipt of order to start of installation: \_\_\_\_\_ days.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Signee

\_\_\_\_\_  
Date

## Attachment B

### SECTION 122413 - WINDOW SHADES FOR CHARLESTON COUNTY SCHOOL DISTRICT DRAFT SPECIFICATION

- GENERAL
  
- RELATED DOCUMENTS
  - Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
  
- SUMMARY

This Section includes:

  - Manually operated, roll-up fabric interior window shades including mounting and operating hardware.
  - Opaque window shade system: Manually operated, roll-up fabric opaque window shade system for complete blackout of window opening including side and bottom channels, headbox, opacity plates, manual operator, and mounting hardware.
  - Motorized shade operators. (Where required by project.)
  - Related Sections include the following:
    - Division 26 Sections for electrical service and connections for motor operators, controls, limit switches, and other powered devices and for system disconnect switches for motorized shade operation.
    - Division 6 Section "Miscellaneous Carpentry" for wood blocking (if required) and grounds for mounting roller shades and accessories
  
- SUBMITTALS
  - Product Data: Manufacturer's data sheets on each product specified, including:
    - Preparation instructions and recommendations.
    - Installation and maintenance instructions.
    - Styles, material descriptions, dimensions of individual components, profiles, features, finishes and operating instructions.
    - Storage and handling requirements and recommendations.
    - Mounting details and installation methods.
    - Typical wiring diagrams including integration of motor controllers with building management system, audiovisual and lighting control systems as applicable.(If Required)
    - Motorized Shade Operators: Include operating instructions. (If Required)
    - Motors: Show nameplate data, ratings, characteristics, and mounting arrangements.
  - Shop Drawings: Show location and extent of roller shades. Include elevations, sections, details, and dimensions not shown in Product Data. Show installation details, mountings, attachments to other work, operational clearances, and relationship to adjoining work.

- Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:  
Shade mounting assembly and attachment.  
Size and location of access to shade operator and adjustable components.  
Minimum Drawing Scale: 1/4 inch = 1 foot.
- Samples for Initial Selection: For each colored component of each type of shade indicated.  
  
Include samples of accessories involving color selection. Full range of colors shall be provided.
- Samples for Verification:  
  
Complete, full-size operating unit not less than 16 inches wide for each type of roller shade indicated.  
For the following products:  
    Shade Material: (2 samples) Not less than 12-inch- square section of fabric, from dye lot used for the Work, with specified treatments applied. Show complete pattern repeat. Mark top and face of material.  
    Headbox, fascia, endcaps and exposed hardware: For each finish product selected, (1) set of components representing actual product color. Mark face of material to indicate interior faces.
- LEED Submittals (If Required by Project): Provide documentation of how the requirements of Credit will be met if required by Contract.
- Window Treatment Schedule: For all roller shades. Use same room designations as indicated on the Drawings, field verified window dimensions, quantities, type of shade, controls, fabric, and color, and include opening sizes and key to typical mounting details.
- Product Certificates: For each type of roller shade, signed by product manufacturer.
- Qualification Data: For Installer.
- Product Test Reports: For each type of roller shade.
- Maintenance Data: For roller shades to include in maintenance manuals. Include the following:  
  
Methods for maintaining roller shades and finishes.  
Precautions about cleaning materials and methods that could be detrimental to fabrics, finishes, and performance.  
Operating hardware.  
Motorized shade operator.

- **QUALITY ASSURANCE**

- Installer Qualifications: An experienced installer who has completed installation of window shades similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- Source Limitations: Obtain roller shades through one source from a single manufacturer.
- Fire-Test-Response Characteristics: Provide window shade materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:  
  
Flame-Resistance Ratings: Passes NFPA 701.
- Corded Window Covering Product Standard: Provide window shades complying with WCMA A 100.1.

- Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- Accessibility Requirements: In addition to local governing regulations, comply with requirements of ANSI / ICC A117.1.
- Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- DELIVERY, STORAGE, AND HANDLING
  - Deliver shades in factory packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same designations indicated on Drawings and in a window treatment schedule.
- PROJECT CONDITIONS
  - Environmental Limitations: Do not install window shades until construction and wet and dirty finish work in spaces, including painting, is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
  - Field Measurements: Where window shades are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operable glazed units' operation hardware throughout the entire operating range. Notify Architect of discrepancies. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- PRODUCTS
  - MANUALLY OPERATED WINDOW SHADES (CCSD STANDARD): Limited to openings of 144"x 144". Manually Operated Window Shades with Independent Control. Manually operated, vertical roll-up, fabric window shade with components necessary for complete installation
    - Manufacturers: Subject to compliance with requirements, provide one of the following:  
Draper Inc.; Manual FlexShade or Techmatic  
Insolroll; Radiance Solar Screen Shades  
Kojo; Solar Windowshade  
Spring Window Fashions; Manual solar shades
    - Rollers: Electrogalvanized or epoxy primed steel or extruded-aluminum tube of diameter and wall thickness required to support and fit internal components of operating system and the weight and width of shade band material without sagging; designed to be easily removable from support brackets; with manufacturer's standard method for attaching shade material.
    - Direction of Roll: Regular, from back of roller
    - Mounting Brackets: Fascia end caps, fabricated from steel finished to match fascia or headbox. Provide size compatible w/ roller size. No fewer than two fasteners per bracket, fabricated from metal noncorrosive to shade hardware and adjoining construction; type designed for securing to supporting substrate; and supporting shades and accessories under conditions of normal use.
    - Fascia (*Fascias may be omitted at standard classrooms by Architect depending on window detail*): L-shaped, formed-steel sheet or extruded aluminum; long edges returned or rolled; continuous panel

concealing front and bottom of shade roller, brackets, and operating hardware and operators; removable design for access.

- Top/Back Cover (*If required by Project – not standard*): L-shaped; material and finish to match fascia; combining with fascia and end caps to form a six-sided headbox enclosure sized to fit shade roller and operating hardware inside.
- Bottom Bar: Steel or extruded aluminum, with plastic or metal capped ends. Provide bottom bar with concealed weight bar as required for smooth, properly balanced shade operation. Hem bar shall be sealed completely.
- Shade Operation: Manual; with continuous loop bead chain, clutch, and cord tensioner. Designed never to need adjustment or lubrication. Provide limit stops to prevent shade from being raised or lowered too far.

Position of Clutch Operator: Right side of roller, as determined by hand of user facing shade from inside, unless otherwise indicated on Drawings.

Clutch: Capacity to lift size and weight of shade; sized to fit roller or provide adaptor.

Lift Assist Mechanism: Manufacturer's standard spring assist for balancing roller shade weight and lifting heavy roller shades as stated by fabric manufacturer.

Loop Length: Length required to make operation convenient from floor level.

Bead Chain: Stainless steel bead chain or nylon coated bead chain mounted at side of window.

Cord Tensioner Mounting: Metal mounted to wall.

Operating Function: Stop and hold shade at any position in ascending or descending travel.

- Mounting: As indicated on Drawings, mounting permitting easy removal and replacement without damaging roller shade or adjacent surfaces and finishes. Shade shall not be mounted to aluminum windows.
- Color-Coated Finish: For metal components exposed to view, apply manufacturer's standard baked finish complying with manufacturer's written instructions for surface preparation including pretreatment, application, baking, and minimum dry film thickness.

- OPAQUE WINDOW SHADE SYSTEMS: (BLACKOUT if Required by Project)

- Manufacturers: Subject to compliance with requirements, provide the one of the following:  
Draper Inc.; Lite Bloc Flexshade  
Insolroll; Radiance AudioVisual Blackout  
Kojo; equal to above  
Spring Window Fashions; equal to above
- Audiovisual Light-Blocking Shades: Designed for eliminating all visible light gaps when shades are fully closed; fabricated from blackout shade band material with fascia, headbox and bottom bar extended and formed for light-tight joints among shade components and between shade components and adjacent construction.

Side Channels and Perimeter Seals: Manufacturer's standard design for eliminating light gaps when shades are closed.

Shade Band Retention System: Manufacturer's standard design for guiding shade band material through range of travel and holding shade band flat with edges of material within side channels. System shall be designed to prevent disengagement of fabric from side channels due to normal variations of air pressure caused by doors opening, HVAC systems, and temperature differences between room and window well.

Bottom channel is optional.

- Shade Operation: Manual; with continuous loop bead chain, clutch, and cord tensioner and bracket lift operator or Motorized operator including control stations shall be used for windows that are inaccessible because of height or as shown on drawings per specific project. Location shall be noted on documents. See 2.4 Motorized roller shade operators for additional requirements.

- FABRIC:
  - Light Filtering Fabrics (Standard) - For use in Classrooms and interior windows when required by project.  
Blinds shall eliminate glare and heat while preserving natural light. Fabric to be limited to the following with an openness of 1-10% as selected by Project Architect of particular school. Classrooms shall have typical 5% openness.  
Provide Sheer Weave Series SW2000 by Phifer, 37% Fiberglass, 63% vinyl on fiberglass. Non-directional fabric; 2 x 2 basketweave. Material Openness Factor ranges from 3-10%. (5% is standard for classrooms.)  
"E" Screen Series 7505/7510 by Mermet: 2 x 2 basketweave mesh PVC coated fiberglass. Openness available in and 5% and 10%. (5% is standard for classrooms.)  
"M" Screen by 3-G-Mermet (36% fiberglass, 64% PVC) Material is a PVC coated fiberglass. Material Openness factor 5%.  
  
Fabric certified GREENGUARD Environmental Institute Children & Schools and/or certified according to Oeko-Text Standard 100 for Harmful Substances. CONFIDENCE IN TEXTILES LABEL.  
Comply with NFPA 701.  
Fabric Color as selected by architect from the above manufacturer's range.
  - Opaque Fabrics. (Blackout for project specific use). - For use in rooms where audio-visual presentations dictate complete light blocking:  
Blinds shall supply total darkness. Provide fabrics equal to:  
Mermet Flocké  
Draper SB 9000.  
Insolroll 14 oz. Fiberglass Blackout.  
Comply with NFPA 701  
Fabric Color as selected by architect from manufacturer's range of products above.
- MOTORIZED ROLLER SHADE OPERATORS (When Required by specific locations because of height or other special considerations as noted by Project Architect)
  - General: Provide factory-assembled motorized shade operation systems designed for lifting shades of type, size, weight, construction, use, and operation frequency indicated. Provide operation systems of size and capacity and with features, characteristics, and accessories suitable for Project conditions and recommended by shade manufacturer, complete with electric motors and factory-prewired motor controls, remote-control stations, remote-control devices, power disconnect switches, enclosures protecting controls and all operating parts, and accessories required for reliable operation without malfunction. Include wiring from motor controls to motors. Coordinate operator wiring requirements and electrical characteristics with the building electrical system.
  - Comply with NFPA 70.
  - Control Equipment: Comply with NEMA ICS 1, NEMA ICS 2, and NEMA ICS 6 and with NFPA 70, Class 2 control circuit, maximum 24-V ac or dc.
  - Electric Motors: UL-approved or -recognized, totally enclosed, insulated motor, complying with NEMA MG 1, with thermal-overload protection, brake, permanently lubricated bearings, and limit switches; sized by shade manufacturer to start and operate size and weight of shade considering service factor or considering Project's service conditions without exceeding nameplate ratings.  
  
Service Factor: According to NEMA MG 1, unless otherwise indicated.  
Motor Characteristics: Single phase, 110 V, 60 Hz.  
Motor Mounting: Within manufacturer's standard roller enclosure.
  - Position of Motor and Electrical Connection: Right side of roller, unless otherwise indicated in a window treatment schedule.  
Control Stations: Maintained-contact, three-position, toggle or rocker-style, wall switch-operated control station with open, close, and center off functions.

Color: As indicated by Architect.

- Limit Switches: Adjustable switches, interlocked with motor controls and set to automatically stop shade at fully raised and fully lowered positions.
- Operating Function: Stop and hold shade at any position
- Operating Features: Include the following:
  - Group switching with integrated switch control; single face plate for multiple switch cut-outs.
  - Override switch.
  - Backup gear and crank operator for manual operation during power failures with detachable handle, length required to make operation convenient from floor level.
- Quiet Technology: Provide motors that operate at 44Db or less.
- Shade Operation: Motorized operator.

- EXECUTION

- EXAMINATION

- Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, accurate locations of connections to building electrical system, and other conditions affecting performance.

Proceed with installation only after unsatisfactory conditions have been corrected.

#### WINDOW SHADE INSTALLATION

- Install roller shades level, plumb, and aligned with adjacent units according to manufacturer's written instructions. Allow clearances for window operation hardware.
- Connections: Connect motorized operators to building electrical system.

- ADJUSTING

- Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

- CLEANING AND PROTECTION

- Clean roller shade surfaces after installation, according to manufacturer's written instructions.
- Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that roller shades are without damage or deterioration at time of Substantial Completion.
- Replace damaged roller shades that cannot be repaired, in a manner approved by Architect, before time of Substantial Completion.
- END OF SECTION 122413

Attachment C

Listing of Estimated Quantities & Type Window Shades

<b><u>Window Shade Requirements</u></b>							
<b>Center of Arts &amp; Academics</b>							
<b>Project Number - 5643 / 5779</b>							
	<b>Description</b>	<b>Building #</b>	<b>Quantity</b>	<b>Width</b>	<b>Length</b>	<b>SF</b>	<b>Total SF</b>
S-19	Large Classroom - first floor	1, 2, 7, 4	48	8.66	9.66	83.66	4,015
S-20	Large Classroom - second floor	1, 2, 7, 4	46	8.66	9.33	80.80	3,717
A	Small Classroom - egress	1, 2, 7, 4	176	3	3.66	10.98	1,932
S-24	Large Studio Windows	3, 4	8	3	9.66	28.98	232
D	Mid-size Windows	3, 4	4	4.66	5	23.30	93
S-27	Office, Workroom Windows	7, & 7A	2	6	5.66	33.96	68
S-18	Office, Workroom Windows	7, & 7A	2	6	8.66	51.96	104
D	Office, Workroom Windows	7, & 7A	1	4.66	5	23.30	23
S-3	Office, Workroom Windows	7A	2	5.33	9.66	51.49	103
S-5	Office, Workroom Windows	7A	4	4.66	4.66	21.72	87
S-2	Classroom Windows	7A	1	3.33	3.66	12.19	12
S-6	Classroom Windows	7A	2	3.33	3.33	11.09	22
S-2	Lecture Hall - blackout	7A	2	3.33	3.66	12.19	24
S-30	Office, Classroom Windows	6	5	6	8.66	51.96	260
D	Office, Workroom Windows	8	19	4.66	5	23.30	443
S-18	Classroom Windows	8	4	6	8.66	51.96	208
S-28	Classroom Windows	8	4	8.92	9.33	83.22	333
A	Small Classroom - egress	8	6	3	3.66	10.98	66
	<b>SubTotals</b>		<b>336</b>				<b>11,743</b>

	<b>Store Front Assemblies</b>						
S-40	Art Studios	4	4	160.66	20.66	3319.24	13,277
S-1	Art Classroom	7A	1	56.33	19	1070.27	1,070
S-38	Media Center	8	1	110.33	20.16	2224.25	2,224
	<b>SubTotals</b>		<b>6</b>				<b>16,571</b>
	<b>Total / Total Sq Footage for Windows Requiring Window Treatment</b>						<b>28,314</b>
	The following colors applies to C.A.A. only.						
	<b>SHADE COLORS FOR FLEXSHADE OR EQUAL (Based on Mermet M-Screen)</b> Buildings 1,3,4,7,7a classrooms and offices at building 8: 3071 Charcoal/ Apricot Building 2, Media center and Computer Labs 8215 and 8208, Conf./Resource Room 8201 and Teachers workroom 8202 in building 8: 3091 Charcoal Sky						
	<b>BLACKOUT COLOR FOR LIGHTBLOC OR EQUAL ( Based on Mermet Flocké)</b> Building 7 lecture Hall: 609 Loure						
<b>Sanders Clyde Elementary School</b>							
<b>Project Number - 5780</b>							
	<b>Description</b>		<b>Quantity</b>	<b>Width</b>	<b>Length</b>	<b>SF</b>	<b>Total SF</b>
A1	Theater space		116	3.33	6	19.98	2,318
A11	High windows		2	9.33	3.33	31.07	62
Type B	Auditorium Curtain Wall		6	3.33	14.66	48.82	293
A 2	Egress		28	3.33	6	19.98	559
	<b>Totals</b>		<b>152</b>				<b>3,232</b>

<b>Stall High School</b>							
<b>Project Number - 5642</b>							
	<b>Description</b>		<b>Quantity</b>	<b>Width</b>	<b>Length</b>	<b>SF</b>	<b>Total SF</b>
A	General Classroom		127	5.33	6	31.98	4,061
B	General Classroom Egress		57	5.33	6	31.98	1,823
C	Admin / ROTC / Weight		15	7.33	6	43.98	660
D	Weight Room Egress		1	7.33	6	43.98	44
H	PE Classroom / Coach's Office		3.66	6	6	36.00	132
J	Band/Choir-High Extended Controls		10	2	11.33	22.66	227
M	Media - Low		3	5.25	10.66	55.97	168
N	Media High - Extended controls		3	4.58	10.66	48.82	146
O	Media Low		3	4.58	10.66	48.82	146
P	Admin Waiting		1	7.08	10.66	75.47	75
Q	Media Low		3	5.25	6	31.50	95
R	CTE - First Floor - L Config		3	23.82	6	142.92	429
T	CTE - Second Floor - L Config		3	23.82	8.66	206.28	619
U	Resource - First floor		3	15.58	6	93.48	280
V	Resource - Second floor		3	15.58	8.66	134.92	405
Z	Media - High - Extended controls		3	24.5	13	318.50	956
EE	Principals Office - Window		1	3.66	6	21.96	22
	Principals Office - Door		1	2.5	5.66	14.15	14
	Principals Office - Transom		1	3.33	1.33	4.43	4
FF	Art - Window		2	16.5	5.58	92.07	184
	Art - Door		2	2.5	5.66	14.15	28

	Art - Transom		2	3.33	1.33	4.43	9
	<b>Totals</b>		<b>251</b>				<b>10,527</b>
<b>Stiles Point Elementary School</b>							
<b>Project Number - 5656</b>							
	<b>Type Description</b>		<b>Quantity</b>	<b>Width</b>	<b>Height</b>	<b>SF</b>	<b>Total SF</b>
B	General Classroom Egress		46	3.33	3.67	12.22	562
C	Small office (Media center ofc)		5	2	2	4.00	20
F	General Classroom		198	3.33	3.67	12.22	2,420
	<b>Totals</b>		<b>249</b>				<b>3,002</b>
	Note - Only classrooms and administration/office areas are included in count.						
<b>Oakland Elementary School</b>							
<b>Building</b>	<b>Type</b>		<b>Quantity</b>	<b>Size</b>		<b>Sq Ft/unit</b>	<b>Total Sq.Ft.</b>
<b>B1</b>	1		17	6'-0" x 6'-0"		36	612
<b>B2</b>	1		13	6'-0" x 6'-0"		36	468
	2		10	3'-0" x 6'-0"		18	180
<b>C</b>	1		3	6'-0" x 6'-0"		36	108
	A		6	4'-0" x 10'-0"		40	240



Large Office		2	8	6.67	53.36	106.72	
<b>Totals</b>		<b>148</b>				<b>3,433.34</b>	
						51,500	
<b>Haut Gap Middle School</b>							
<b>Project Number - 5652</b>							
	<b>Description</b>		<b>Quantity</b>	<b>Width</b>	<b>Length</b>	<b>SF</b>	<b>Total SF</b>
W A	Fixed Office/Conference Windows		5	6	6	36.00	180
W B	Fixed Classroom Windows		102	2.66	6	15.96	1,628
W C	Classroom Windows (with Egress)		29	2.66	6	15.96	463
C A	Stage Curtain Wall - Curved		3	11.33	13.33	151.03	453
C B	Cafeteria Curtain Wall		2	3.08	13.33	41.06	82
C C	Gym Curtain Wall		4	2.66	16.66	44.32	177
C D	Exit Corridor Curtain Wall		2	10	13	130.00	260
C E	Main Lobby Side Curtain Wall		2	40	7	280.00	560
C F	Main Entrance Front Curtain Wall		2	29.33	7.33	214.99	430
C G	Media Center Curtain Wall - Curved		4	13.33	13.33	177.69	711
S A	2nd Floor Corridor Storefront		4	16	2.66	42.56	170
S B	Gym Storefront Windows		5	12	2.66	31.92	160
S C	Art Classroom Storefront Window		1	7.66	6	45.96	46
	<b>Totals</b>		<b>165</b>				<b>5,320</b>
<b>E.B. Ellington Elementary School</b>							

Project Number - 5641							
	Description		Quantity	Width	Length	SF	Total SF
W 1	Classroom Windows (with Egress)		28	6	4.66	27.96	783
W 2	Office Windows (with Egress)		14	2.66	4.66	12.40	174
W 3	Fixed Office/Conference Windows		3	9.33	8	74.64	224
W 4	Fixed Media Center Window		1	33.33	5.33	177.65	178
W 5	Fixed (High) Lobby Area Window		1	12	4	48.00	48
W 11	Cafeteria / Multipurpose (High) Windows		6	9.33	2.66	24.82	149
W 12	Fixed Window at Secretary 104D		1	9.33	5.33	49.73	50
A B	Kindergarten Classroom Storefront		5	9.66	8.66	83.66	418
	<b>Totals</b>		<b>59</b>				<b>2,023</b>
						<b>Grand Total Ft<sup>2</sup></b>	<b>70,527</b>

**Attachment D**

**CHARLESTON COUNTY SCHOOL DISTRICT**

**BIDDER'S STATEMENT OF  
ASSURANCES AND COMPLIANCES**

THE UNDERSIGNED, AS A RESPONSIVE BIDDER, CERTIFIES THAT THE GENERAL AND SPECIAL CONDITIONS OF THIS BID HAVE BEEN READ AND UNDERSTOOD.

THE BIDDER HEREBY PROVIDES ASSURANCE THAT THE FIRM REPRESENTED IN THIS BID, AS INDICATED BELOW:

1. WILL COMPLY WITH ALL REQUIREMENTS, STIPULATIONS, TERMS, AND CONDITIONS AS STATED IN THE BID DOCUMENT; AND
2. CURRENTLY COMPLIES WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATION RELATIVE TO NONDISCRIMINATION IN EMPLOYMENT PRACTICES; AND
3. IS NOT GUILTY OF COLLUSION WITH OTHER VENDORS POSSIBLY INTERESTED IN THIS BID, IN ARRIVING AT OR DETERMINING PRICES TO BE SUBMITTED; AND
4. THAT SUCH AGENT, AS INDICATED BELOW, IS OFFICIALLY AUTHORIZED TO REPRESENT THE FIRM IN WHOSE NAME THE BID IS SUBMITTED.

NAME OF FIRM	_____	SIGNATURE	_____
STREET ADDRESS	_____	PRINTED NAME	_____
CITY & STATE	_____	TITLE	_____
ZIP CODE	_____	DATE	_____
TELEPHONE NUMBER	_____	EXT.	_____
FAX NUMBER	_____	E-MAIL ADDRESS	_____

**Attachment E**

**Minority Participation Affidavit**

- Is the bidder a South Carolina Certified Minority Business? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- Is the bidder a Minority Business certified by another governmental entity?  
(Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, please list the certifying governmental entity: \_\_\_\_\_  
\_\_\_\_\_
- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_%

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- \_\_\_\_\_ Traditional minority
- \_\_\_\_\_ Traditional minority, but female
- \_\_\_\_\_ Women (Caucasian females)
- \_\_\_\_\_ Hispanic minorities
- \_\_\_\_\_ Temporary certification
- \_\_\_\_\_ Other minorities (Native American, Asian, etc.)

**Note:** *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

**Attachment F**

**BIDDER'S CHECKLIST**

*AVOID COMMON MISTAKES*

Review this checklist prior to submitting your proposal  
If you fail to follow this checklist, you risk having your proposal rejected.

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

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**NOTE:** This checklist is included only as a reminder to help Offerors avoid common mistakes  
Responsiveness will be evaluated against the solicitation **not** against this checklist.  
You do not need to return this checklist with your response.

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**Attachment G**

**QUESTIONNAIRE**

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

**1. SAFETY:**

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had jobsite fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

**2. EXPERIENCE:**

Years in business under present name: \_\_\_\_\_

Years performing work specialty: \_\_\_\_\_

Licenses currently valid in force: \_\_\_\_\_

**3. LICENSE SANCTIONS:**

List any regulatory or license agency sanctions. The District may perform a background check on respondent with all state and regulatory agencies. \_\_\_\_\_

**4. REFERENCES**

Provide three references from agencies you have performed similar services for in the past two (2) years.

*Reference #1*

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

*Reference #2*

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

*Reference #3*

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Contact Name & Title: \_\_\_\_\_

Telephone # \_\_\_\_\_