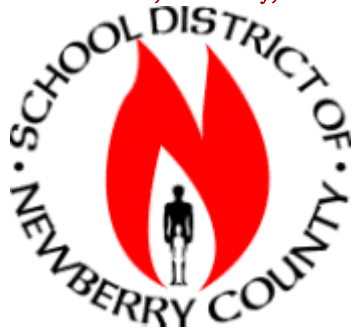


**The School District Of Newberry County**

Administrative Offices  
3419 Main Street, Newberry, SC 29108



**Request for Proposal:** OPS FM-2015-004  
**Date Issued:** May 19, 2015  
**Procurement Director:** Bryan Gresham  
**Phone:** (803) 321-2600  
**Fax:** (803) 321-2604  
**E-Mail Address:** bgresham@newberry.k12.sc.us

**DESCRIPTION: Gym Floor Refinishing- Mid-Carolina Middle School**

*The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

**SUBMIT YOUR SEALED OFFER REFERENCING SOLICITATION NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT OFFICER'S NAME TO THE ADDRESS AT THE RIGHT:**

**MAILING AND PHYSICAL ADDRESS:**  
The School District of Newberry County  
Attn: Procurement Coordinator Bryan Gresham  
PO Box 718 / 3419 Main Street, Newberry, SC 29108

**SUBMIT OFFER BY: June 5, 2015 @ 2:00 PM** (See "Deadline For Submission Of Offer" provision)

**NUMBER OF COPIES TO BE SUBMITTED: (1) original , (4) copies marked COPY**

**QUESTIONS MUST BE RECEIVED BY: June 1, 2015 at 12:00 PM** (See "Explanation to Prospective bidders" provision)  
**ADDENDUM ISSUED: June 2, 2015 by 5:00 pm (If Necessary)** (See "Addenda" provision)

**CONFERENCE TYPE: Site Visit, Highly Recommended**  
**DATE & TIME: May 29, 2015 @ 10:00 AM**  
**CONFERENCE LOCATION:**  
Mid-Carolina Middle School  
6794 US Highway 76, Prosperity SC 29127

**INTENT TO AWARD & AWARD BY:** Notice of Award and/or Intent to Award will be posted on the district website [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us)  
**June 9, 2015 by 5:00 pm**

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 one hundred twenty (120) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)		<b>OFFEROR'S TYPE OF ENTITY:</b> (Check one)  <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporate entity Federal ID # _____  <input type="checkbox"/> South Carolina Minority Vendor Minority Vendor # _____  <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE:  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE: (Business title of person signing above)		
PRINTED NAME: (Printed name of person signing above)	DATE SIGNED	
OFFERER MAILING ADDRESS:	ZIP CODE:	CITY/STATE

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, sole proprietorship, etc.

## **GENERAL PROVISIONS**

1. This solicitation does not commit the School District of Newberry County (District) to award a contract, to pay any costs incurred in the preparation of the proposal or to procure any goods or services.
2. The School District of Newberry County's Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.
3. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, electronic transmission, facsimile, or any other method.
4. In the event that a Proposal is unintentionally opened prior to the official time set for the Proposal opening, the employee opening such Proposal shall immediately inform the Assistant Superintendent for Operations & Administration, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.
5. **Addenda:** Addenda shall be issued prior to the RFP submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections. **At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP, addendums will be posted at [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us) Any addenda issued by the District shall become a formal part of this RFP OPS FM 2015-004.**

Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFP. No addenda shall be issued later than four (4) days prior to the RFP submittal date except to a) withdraw the RFP solicitation, or b) to postpone the RFP submittal date and time. The School District of Newberry County shall not be legally bound by any amendment for interpretation that is not in writing.

**Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) with their proposal.** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

6. **Proposal as Offer to Contract:** By submitting your Proposal, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offerer.
7. **Affirmative Action:** The Contractor shall comply with all federal and state requirements concerning fair employment and employments of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
8. **Ambiguous Bids/Proposals:** Proposals which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
9. **Approval of Publicity Releases:** The Contractor shall not have the right to include the District's name in its published list of customers, without prior written approval of the District. The Contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further 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 District.

**10. Authorization and Acceptance:** The proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this Request for Proposal (RFP). The proposal must contain a statement to the effect that your proposal is firm for a period of sixty (60) days from the proposal due date or longer if so required by the District.

**11. Awarding Policy:** The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Asst. Supt. for Operations and Administration shall award proposals in accordance with the District's Procurement Code.

The District reserves the right to make an award in total or in part, according to the best interests of the District. Contractors not willing to accept award of partial bid must so indicate as part of their proposal.

**12. Proposal Constitutes Offer:** By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

**13. Proposal Expenses:** The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

**14. Bidder's Qualification:** No proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

**15. Clarifications:** The District reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, or to seek or provide other information regarding the Proposer's bid. Such a process may be used for such purposes as providing an opportunity for the Proposer to clarify his bid in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

**16. Confidentiality:** Ownership of all data, material and documentation originated and prepared pursuant to this RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as "Confidential" each part of the proposal they consider to contain proprietary information.

**17. Contractor Responsibility:** The Contractor alone will be held solely responsible to the District for performance of all Contractor obligations under any contract resulting from their proposal.

**18. Contract Documents:** This RFP is the contract between the District and the awarded bidder(s)/proposer(s). The District shall not agree to, enter into, or sign any agreement, contract, or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Bidders should submit with their bid any other document(s) that the bidder wishes the District to review. Submittal of such document(s) does not constitute an acceptance by the District of any term(s) and/or condition(s) contained in such document(s). Agreements, contracts, or other documents that infringe upon the rights of the District, or are not in the best interest of the District, shall be determined to be non-responsive and unacceptable. The rights and authority of such determination is reserved solely by the School District of Newberry County. The District's RFP supersedes any respondent's proposed document(s).

**19. Covenant Against Contingent Fees:** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the School District of Newberry County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**20. Correction of Errors in the Proposal:** All prices and notations should be printed in blue ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures and use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

**21. District Closings:** If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the School District Office 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 of the first work day on which normal District 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. Useful information may be available at [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us)

**22. District Regulations:** The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, NO WEAPONS, and DRUG-FREE policies. No work shall interfere with school activities or environments unless an authorized employee for the location gives permission.

**23. Excusable Delay:** 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 arises out of causes beyond the control of the contractor and without the fault or negligence of said contractor, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

**24. Explanation to Prospective Proposers:**

- a. Any prospective Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Proposers before submission of their proposals. **DEADLINE FOR SUBMISSION OF QUESTIONS: June 1, 2015 AT 2:00 P.M.** Questions should be submitted via email to: [bgresham@newberry.k12.sc.us](mailto:bgresham@newberry.k12.sc.us) Any questions/clarifications to this RFP will be posted as an addenda at [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us). Note: No other District personnel shall be contacted regarding this solicitation. Firms or individuals that attempt to contact other District personnel or representatives or obtain information in any way other than the authorized method described herein may have their bid rejected.

Any response to the respondent's request for interpretation of documents will be made by addendum if the District believes the interpretation is not clear in the proposal document. The District will not be responsible for any other explanation or interpretations.

- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.

- c. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

**25. Examination of Records:**

The School District of Newberry County shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.

**26. 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 of 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 document and the contract.

**27. Offeror Responsibility:** Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this RFP or contract.

**28. Award Notification:** Notice regarding the District's intent to award a contract will be posted on the district's website [www.newberry.k12.sc.us](http://www.newberry.k12.sc.us) by June 9, 2015 by 5:00 pm If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, but less than \$ 100,000.00 such notice will be sent to all Offerors responding to the Solicitation and any award will be effective the day such notice is given. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given

**29. Proper Invoice:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Name of business
- Contract number or other authorization for delivery of service or property
- Complete description
- Price and quantity of property or service actually delivered or executed
- Shipping and payment terms
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom is to be sent; and
- Other substantiating documentation of information as required by the contract.

**30. Rejection/Cancellation:** The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

**31. Responses:** All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.

**32. Subcontracting:** The Contractor shall not subcontract any portion of this contract without prior written approval from the school district, which consent shall not be unreasonably withheld, provided, Contractor remains liable for performance of all terms of this contract.

**33. Unlawful Acts:** The District interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

**PROPOSAL CONTENT:** Each Proposer must respond with information in sequence to each of the following. Failure to respond to each of the items below may result in your proposal being deemed non-responsive:

1. One company representative must be clearly assigned to the District as the point of contact for all performance and contract issues. Include representative's name, telephone number, email address and any other appropriate means for contact for the representative.
2. **Previous experience and references:** Bidders shall provide as references, the names of at least three (3) current customers, similar in size and nature to work to be performed under this solicitation. Please provide name and telephone number. A brief description of the services provided shall accompany each reference.

The District reserves the right to consider the level of customer satisfaction in award of the proposal.

*The District reserves the right to consider historic information and fact, whether gained from the offeror's proposal, references, or any other source. Should the references volunteer any information outside the specific questions, this information may be used in the evaluation process.*

3. **Previous Default:** Have you ever defaulted on a contract or been denied a contract due to non-responsibility to perform? If so, provide the facts and circumstances.

In submitting a proposal, the Proposer understands that the District will determine at its discretion, or in their best interest, which proposal, if any, is accepted. The Proposer waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful Proposer.

## **EVALUATION CRITERIA**

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

Evaluation Factors: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. The award will be made to the responsive and responsible bidder whose proposal is determined to be most advantageous to the District,

taking into consideration all evaluation factors set forth in this RFP. The following criteria will be used in the evaluation process:

1. **Contractor’s Management Qualifications:** Management and staff capabilities and expertise, resumes, and experience, and resources.
2. **Proposing Organization References/History:** Proposer’s past contract management experience and references of success to programs similar to this size. Proposer must include at least three (3) references, with company name, name of contact person and correct daytime telephone number.
3. **Quality of Product:** Needs to meet or exceed the provided specification.
4. **Program (Contract) Costs:** What are the total costs of the equipment proposed? *(Please submit your pricing on the enclosed Proposal Cost Form OPS FM-2015-004).*
5. **Presentation of Proposal:** Does the proposal submitted include all of the requested requirements of this RFP?

**Grading Format** – Each of the above listed criteria will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points.

**POINT EVALUATION VALUES**

CRITERION	POINT VALUE
Contract Management Qualifications	25
References / History	25
Quality of Product	25
Program Cost	15
Presentation of Proposal	10
<b>TOTAL POINTS</b>	<b>100</b>

**PERCENTAGE GRADES**

GRADE	DESCRIPTION
0%	Criterion was not addressed in the response or the material presented was totally without merit.
20%	Criterion was addressed minimally, response indicated little capability or experience.
40%	Criterion was addressed minimally, but response shows some capability and experience
60%	Criterion was addressed adequately. Shows basic capability and experience.
80%	Criterion was addressed well. The response indicates some superior features.
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability.

**INSTRUCTIONS TO PROPOSERS:**

1. The District requires that one (1) original of the proposal be submitted to the Director of Facilities Management no later than the deadline specified to receive proposals. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District's policy.
2. All proposals should be complete and must convey all of the information requested by the District. If significant errors are found in an Offeror's proposal, or if an Offeror's proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.
3. When specifications or descriptive literature are submitted with the proposal, enter the proposer's name and address thereon.
4. **All proposals must be in a sealed envelope and have clearly marked on the envelope:**

Name of Firm  
Address  
Proposal # OPS FM 2015-004  
Gymnasium Floor Refinishing  
Mid- Carolina Middle School

**NOTIFICATION:**

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose proposal is determined to be the most advantageous to the District. However, the right is reserved to reject any and all or portions of proposals received, and in all cases, the District will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of the RFP. The District is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the RFP. The award to the successful proposer regarding this solicitation will be mailed to all proposers.

**GENERAL TERMS AND CONDITIONS**

1. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Assistant Superintendent for Operations & Administration.
2. **Drug-Free Workplace:** By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).
3. **Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

**Note:** No qualified individual with a disability shall, by reason of such disability, be excluded from participating in or be denied the benefits of services, materials and/or equipment, or be subjected to discrimination by the School District of Newberry County (Title II ADA).

4. **Experience and Reference Checks:** The District reserves the right to consider historic information and fact, whether gained from the Offeror's proposal, references, and any other source, in the evaluation process. Proposer acknowledges (1) that District will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to the District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds truthfully and in good faith to a *bona fide* inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.



5. **Governing Laws:** All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. Contractor must be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.
6. **Indemnification:** The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any act or omission of the vendor(s).
7. **Minority Business:** Specify if your firm is a South Carolina certified minority business. If so, please provide the District a copy of the certificate.
8. **Price Adjustments: Not applicable for this RFP.**
9. **Protests:** (a) Solicitation - Any prospective bidder, offeror, 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. (b) Intent to Award - Any actual bidder, offeror, 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 SDNC Procurement Code. A protest shall be in writing, submitted to Jim Suber, Assistant Superintendent of Operations and Administration, [jsuber@newberry.k12.sc.us](mailto:jsuber@newberry.k12.sc.us) 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. [§ 11-35-4210]
10. **Submission of Data:** Each Proposer, upon request, shall submit evidence of liability of insurance, Workmen's Compensation (if required), and other data regarding experience relating to this RFP and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Worker's Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against the School District of Newberry County.

Upon request and/or prior to the commencement of work hereunder, potential proposers shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without fifteen (15) days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

The insurance coverage listed in Special Bid Conditions section of this RFP must be procured by the vendor(s) at their own expense.

11. **Termination:** Subject to the Provisions below, the contract may be terminated for any reason by the District providing a thirty (30) day advance notice in writing is given to the contractor.
  - (a) **Termination for Cause:** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. Any advance notice requirements are waived and the default provision of this RFP shall apply.

The District may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

**(b) Termination for Non-appropriations:**

- (a) **Reduction in Scope:** Any contract entered into by the School District of Newberry County shall be subject to cancellation without damages of further obligation when funds are not appropriated or are not available to support continuation of the contract. In lieu of cancellation the School District of Newberry County reserves the right to negotiate a reduction in scope of work which must be agreed upon in writing as an addendum to the awarded contract.
- (b) The District's right to terminate the contract during the contract period will be governed by Item 12 of the General Terms and Conditions.

12. **Iran Divestment Act Of 2014:** (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PSIPS-irandivestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list.

# GYMNASIUM WOOD FLOOR REFINISHING SPECIFICATIONS

## PART 1 – GENERAL

This Section includes sanding and refinishing existing gymnasium wood floors at Mid-Carolina Middle School (Big Gym).

### 1.1 QUALITY ASSURANCE

- A. Qualifications of Refinisher: Refinisher shall have a minimum of five years experience with projects of comparable size and scope and be willing to provide a warranty as specified under Warranty.

### 1.2 DELIVERY, STORAGE, AND HANDLING

- A. Deliver other sanding and refinishing materials to Project site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- B. Protect materials during storage and construction.
- C. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.

### 1.3 PROJECT CONDITIONS

- A. Conditioning: Do not refinish floors if ambient temperature is outside the range of 65 to 75 deg Before, during, and after refinishing.
- B. Do not begin sanding until area is in the dry, overhead operations and wet operations have been completed, and the room temperature and relative humidity in the areas where sanding is to be done have stabilized at normal operating conditions.
- C. Schedule and coordinate floor sanding and finishing so that sanded or finished floor will not be exposed to other construction operations that may contaminate or damage the sanded or finished floor.
- D. At conclusion of gymnasium floor refinishing, the facility must properly cleaned of all dust, debris, surplus supplies and left in ready to use condition.

### 1.4 WARRANTY

- A. Warranty: Submit a written warranty executed by Manufacturer, Installer, and Contractor, agreeing to repair or replace refinished surfaces that fail, excluding normal wear, in materials or workmanship within the specified warranty period. Failures include, but are not limited to: Lifting, Peeling, Flaking, Delaminating, Softening, Cracking, and Blistering
- B. Warranty Period: 5 years from date of Substantial Completion.

- C. The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.
- D. Provide training for district custodial staff on proper care procedures, to include the application of additional coats of polyurethane as required under existing custodial contract.

## PART 2 - PRODUCTS

### 2.1 FINISHING MATERIALS

- A. Stain: Oil base, penetrating-type, non-fading wood stain of color required to match Architect's sample. Minwax or reviewed substitute.
- B. Finish: Polyurethane: Commercial grade, minimum 41 percent solids, Oil/solvent urethane specially compounded for multi-coat application on wood flooring. Acceptable materials is Lenmar or reviewed substitute:
- C. Game Line and Marker Paint: High-gloss alkyd or oil-base enamel compatible with finish and recommended by the finish manufacturer.

### 2.2 ACCESSORY MATERIALS AND EQUIPMENT

- A. Sanding Materials: Use sanding materials constructed of heavy duty, tear-resistant fiber or cloth backing; abrasive grains of aluminum oxide, silicon carbide, or zirconia alumina bonded to the backing with heavy-duty resin. For machine sanding, use materials of sufficient rigidity to ensure fast, even cutting with minimum tearing and wrinkling. For hand sanding, use materials of sufficient flexibility to ensure access to corners and difficult to reach locations. Use grits best suited for the project, substrate, and location and will not damage the wood. Recommended grits include the following:
  - 1. Sand Paper: 36, 60, 100 grit
  - 2. Sanding Screen: 100 to 120 grit
- B. Equipment: Use equipment of sufficient weight, power, size, design, and type best suited for the project.
  - 1. Sander: Drum-type with vacuum
  - 2. Edger: Disk

## PART 3 - EXECUTION

### 3.1 GENERAL

Not used in this RFP.

### 3.2 INSPECTION

- A. Examine substrates where refinishing is to be done to determine the present condition of the wood flooring, and color and texture to be matched.
- B. Moisture Testing: After sanding has been completed, and prior to applying the striping and floor finish, measure moisture content of the wood floor with a calibrated pinless moisture meter with a setting for the wood species being measured. Meter must have been factory calibrated within the last 2 years. A pin type meter is not acceptable. Make a minimum of 6 measurements along each side of the room including each corner and at least 6 measurements along each diagonal that extends from corner to corner for a total of 36 measurements. No moisture content measurement of the wood floor shall exceed the floor finish manufacturer's requirements. If no manufacturer's requirement is listed, then moisture content shall not exceed recommendations of the Wood Flooring Manufacturer's Association or 12% whichever is smaller. If moisture content exceeds 12%, contact floor finish manufacturer for direction and recommendation and coordinate with the Architect. Record each measurement on a floor grid showing each test location and reading

### 3.3 PREPARATION

- A. Erect protective barriers and covers to prevent noise, dust, and odors from entering occupied spaces and disturbing occupants. .
- B. Repair wood flooring that is loose or missing. Allow all repair wood to condition to ambient conditions for a minimum of 96 hours prior to using it for making repairs. Tooth-in all repairs. Ensure that there is proper edge and end bearing support for the wood flooring.
- C. Patching Holes
  1. Repair and fill all holes in wood floor with tapered wood dowels of the same or similar species as the substrate. The patch or fill shall accept the floor finish and match the adjacent finished floor. Ensure that the dowel patch will accept stain and finish to mach surfaces being patched.
  2. Fill holes with the smallest diameter dowel available that will fit hole. Carefully and neatly shave and trim the dowels to fit the holes. Cut dowel to extend a minimum ½ inch into substrate; however dowel shall not extent completely through the substrate.
  3. Where holes do not extend through the substrate, cut small vents in dowel to allow air to escape when dowel is set. Do not allow vent grooves to extend above the top of the dowel.
  4. Set dowels in glue and gently tap dowel tight into holes without breaking dowel.
  5. Ensure end grain of dowel is aligned with grain in the substrate.
  6. Do not allow glue to ooze above the dowel to interfere with stain or finish.
  7. Sand dowels flush with adjacent surfaces.
  8. Patches that are not tightly seated and in complete contact with the sides of the holes or have exposed glue or misaligned grain will be drilled out and re-patched to the Architect's satisfaction.

### 3.4 SANDING AND FINISHING

- A. Schedule floor finishing to be completed just before final inspection, Project acceptance and Substantial Completion.
- B. Machine-sand to remove existing finish to bare wood, and to remove offsets and non-level conditions, ridges, cups, and sanding machine marks that would be noticeable after finishing. Use 36, 60, and 100 grit sandpaper beginning with 36 and ending with 100. Always sand with the grain.

1. Use a power edger to sand the perimeter of the floor. Hand-sand corners and areas inaccessible to a power sander.
  2. After sanding and edging, use a light to check for streak, or sander or edger marks. Re-sand as required to remove all traces of sanding.
  3. After sanding, go over floor with specified wire screen to blend in all surfaces.
- C. Vacuum and tack-clean sanded floor to remove all traces of dust. If there are traces of whiskers or raised fibers after tack-cleaning, continue the cycle of sanding, dusting, and tack-cleaning until there are no more traces of whiskers or raised fibers.
- D. Immediately apply stain to match existing where needed. Do not permit traffic on floor after sanding and until finish is completed.
- E. Apply minimum of three coats of un-thinned polyurethane finish at a rate recommended by the manufacturer. Do not thin polyurethane prior to application. Minimum total thickness shall be 3 mils DFT. After each coat has dried a minimum of 24 hours, buff with a power buffer to achieve maximum sheen. Ensure that all buffing marks have been removed before applying each coat.
- F. Game Lines:
1. Apply lining after the second coat of sealer has dried:
  2. Lay out lines, fields and other markings as indicated for colored enamel application. Mask flooring to provide sharp edges. Where game lines cross, break minor game line at intersection; do not overlap lines.
  3. Games lines include basketball and volleyball; colors to be determined at acceptance of proposal.
  4. Jump circle art to be included in pricing. Logo and colors to be determined at acceptance of proposal.
- G. Final Finishing: After game lines have been laid out, apply the last two coats of sealer according to the manufacturer's instructions.

### 3.5 PROTECTION

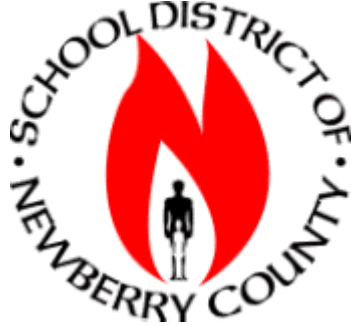
- A. Until finish reaches full cure, as determined by the finish manufacturer, erect signs and barricades to keep traffic off the refinished floor. Do not cover the floor until the finish has reached full cure. Until the floor has been accepted and is ready to receive normal traffic, the floor refinisher shall be responsible for repairing all damage to the refinished floor caused during construction.
- B. After refinished floor has reached full cure, protect floor during remainder of construction period with heavy kraft paper or other suitable covering to prevent damage or deterioration. Do not use plastic sheet or film that could cause condensation or discoloration.

### 3.6 COMPLETION DATE

- A. Work related to this proposal shall be completed on or before **August 1, 2015**.

**The School District Of Newberry County**

Administrative Offices  
3419 Main Street, Newberry, SC 29108



**Request for Proposal:** OPS FM-2015-004

**Date Issued:** May 19, 2015

**Procurement Director:** Bryan Gresham

**Phone:** (803) 321-2600

**Fax:** (803) 321-2604

**E-Mail Address:** bgresham@newberry.k12.sc.us

**Proposal Cost Form**

**Proposal RFP OPS FM FY 2015-004  
Gymnasium Wood Floor Refinishing**

Cost for Mid-Carolina Middle School Gym \$ \_\_\_\_\_

(Include all material, labor and freight charges  
for a complete project)

All applicable South Carolina State sales tax (7%) \$ \_\_\_\_\_

**Total Project Cost (Turn Key)** \$ \_\_\_\_\_  
**(Mid-Carolina Middle School)**

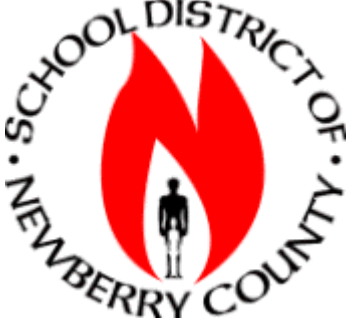
Proposer Name: \_\_\_\_\_ (print/type)

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

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

Date: \_\_\_\_\_

*This page shall accompany page one of this proposal.*

<p style="text-align: center;"><b>The School District Of Newberry County</b>  Administrative Offices  3419 Main Street, Newberry, SC 29108</p> 	<p><b>Request for Proposal:</b> OPS FM-2015-004</p> <p><b>Date Issued:</b> May 19, 2015</p> <p><b>Procurement Director:</b> Bryan Gresham</p> <p><b>Phone:</b> (803) 321-2600</p> <p><b>Fax:</b> (803) 321-2604</p> <p><b>E-Mail Address:</b> bgresham@newberry.k12.sc.us</p>	
--	---	--

**Iran Divestment Act Agreement**

IRAN DIVESTMENT ACT OF 2014 (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PSIPS-irandivestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

<b>Vendor Name (Printed)</b>	<b>Taxpayer Identification No.</b>

I, the official named above, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List

X \_\_\_\_\_

***This page shall accompany page one of this proposal.***