



**Request for Proposal  
Newberry High School Painting  
100, 200, 300 Wing Classrooms and Gymnasium**

**RFP Solicitation Number: OPS FM FY 2014-008  
DATE POSTED: May 29, 2014**

**RETURN PROPOSALS NO LATER THAN:**

CLOSING DATE: June 12, 2014  
CLOSING TIME: 10:00 a.m.

**MAIL OR HAND DELIVER PROPOSAL TO:**

SCHOOL DISTRICT OF NEWBERRY COUNTY  
Attn: Kenneth Rawls, Facilities Management Dir.  
1903 Nance St., P.O. Box 718  
Newberry, S.C. 29108

**NOTE: FAX AND OR EMAIL RESPONSES TO THIS RFP ARE NOT ACCEPTABLE  
THE SCHOOL DISTRICT OF NEWBERRY COUNTY (SDNC) ASSUMES NO RESPONSIBILITY FOR IMPROPERLY  
MARKED OR MISDIRECTED PROPOSAL RESPONSES AND/OR CORRESPONDENCE RELATED TO THIS DOCUMENT.**

**OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION:**

_____	_____
<b>NAME OF COMPANY</b>	<b>MAILING ADDRESS</b>
_____	_____
<b>(AREA CODE) PHONE NUMBER</b>	<b>CITY                      STATE                      ZIP CODE</b>
_____	_____
<b>FACSIMILE NO.</b>	<b>FEDERAL ID OR SOCIAL SECURITY NO.</b>

\_\_\_\_\_ **SC Contractor's License # (if applicable)**

**EMAIL ADDRESS:** \_\_\_\_\_ **SC CERTIFIED MINORITY VENDOR: Yes or No (circle one)**

I/WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:

1. SUBMISSION OF A RESPONSE TO THIS PROPOSAL DOES NOT VIOLATE ANY FEDERAL OR STATE ANTI-TRUST LAWS.
2. COMPLIANCE WITH ALL REQUIREMENTS OF THE SOUTH CAROLINA DRUG-FREE WORKPLACE ACT, SECTION 44-107-10, ET SEQ. S.C. CODE ANN, (1976). *(Applicable to awards in excess of \$50,000.00).*
3. COMPLIANCE WITH THE CODE OF LAWS OF SOUTH CAROLINA REGARDING THE ETHICS, GOVERNMENT COMPLIANCE WITH S.C. TAX WITHHOLDING AMENDMENTS SECTION 12-9-310 (A) 2(3).
4. TO FURNISH ITEM(S) AND OR SERVICE(S) IDENTIFIED HEREIN, AT THE PRICE(S) QUOTED, PURSUANT TO ALL TERMS, CONDITIONS, PROVISIONS, AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT OR ANY SUBSEQUENT WRITTEN AMENDMENTS, WHICH CLEARLY REFERENCE THIS PROPOSAL NUMBER.
5. COMPLIANCE WITH ALL PROVISIONS AND CLAUSES BY REFERENCE IDENTIFIED HEREIN.
6. RECOGNITION THAT THIS SOLICITATION IS GOVERNED BY THE SCHOOL DISTRICT OF NEWBERRY COUNTY PROCUREMENT CODE.

\_\_\_\_\_ **AUTHORIZED SIGNATURE**

\_\_\_\_\_ **AUTHORIZED SIGNATURE (PRINT/TYPE)**

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

**PROPOSAL MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID\*\*\*\***

## **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 2014-008.**

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 5, 2014 at 2:00 p.m.** Questions should be submitted in writing to: [krawls@newberry.k12.sc.us](mailto:krawls@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. Posting of Award:** All Proposers will receive an "Intent to Award" notice from the School District of Newberry County.

**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.

**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.

**30. 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.

**31. 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.

**32. 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 annual costs of the program proposed? *(Please submit your pricing on the enclosed Proposal Cost Form, page 16 of this RFP).*
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**

<b>GRADE</b>	<b>DESCRIPTION</b>
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 be submitted to the Assistant Superintendent for Operations & Administration 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 2014-008  
Newberry High School Painting

**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. **Addition of Newly Constructed Facilities:** The specifications and contractor requirements will apply to any new facilities in the District. The cost of providing all of the services specified in this RFP will be negotiated with the Assistant Superintendent for Operations & Administration, but will be proportional to the per building cost for similar District locations.
2. **Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Assistant Superintendent for Operations & Administration.
3. **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).
4. **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).

5. **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.
6. **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.
7. **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).
8. **Minority Business:** Specify if your firm is a South Carolina certified minority business. If so, please provide the District a copy of the certificate.
9. **Price Adjustments: Not applicable for this RFP.**

10. **Right to Protest:** Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the awarding of a contract shall protest to the Assistant Superintendent for Operations & Administration within ten (10) days of the date of issuance of the Notice to Award.
11. **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.

12. **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.

**Term of Contract/Option to Renew:** Any contract resulting from this RFP shall be a one (1) year contract with option to renew for three additional years with satisfactory performance at the completion of period beginning July 1, 2014 through June 30, 2015.

The District's right to terminate the contract during the contract period will be governed by Item 12 of the General Terms and Conditions.

**SCOPE OF WORK / SPECIFICATIONS**

- A. Contractor shall furnish all labor, supervision, equipment, insurance, and transportation to perform specified work at:
  - 1. Newberry High School, 3113 Main Street, Newberry SC 29108
    - a. 100 Wing Classrooms
    - b. 200 Wing Classrooms
    - c. 300 Wing Classrooms
    - d. Gymnasium
- B. Base Bid work includes the application of the specified paint systems, and products to selected interior surfaces by manufacturer’s approved methods. Work must be completed by August 2, 2014. Commencement of work shall be on or about June 23, 2014. Work days are Monday through Thursday from 7:00am to 5:30pm.
- C. Contractor will be responsible for safeguarding all tools, equipment, signs, barricades, etc. while operating on any District properties. The District assumes no responsibility for any act of theft or vandalism which may occur while contractor’s equipment is located on District premises.
- D. Contractor will be responsible for measuring all areas to be painted as part of the scope of work
- E. Selected contractor will be required to repair all surfaces before applying the approved paint system.
- F. A meeting has been scheduled for June 5, 2014 to discuss scope of work. This meeting will take place at Newberry High School at the above address at 2:00 p.m.

**GENERAL**

- A. Section includes surface preparation and the application of paint systems on the following interior substrates including but not limited to:
  - 1. Concrete masonry units (CMU).
  - 2. Steel.
  - 3. Gypsum board.

**DEFINITIONS**

- A. “Paint” includes coating systems materials, primers, emulsions, enamels, stains, sealers, and fillers, and other applied materials whether used as prime, intermediate, or finish coats.

**ACTION SUBMITTALS**

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Product List: For each product indicated, include the following;
  - 1. Printout of current 'MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted. Include VOC content.

**DELIVERY, STORAGE, AND HANDLING**

- A. Store materials not in use in tightly covered containers in well-ventilated areas designated by the Owner with ambient temperatures continuously maintained at not less than 45 degrees Fahrenheit.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

**FIELD CONDITIONS**

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees Fahrenheit.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 degrees Fahrenheit above the dew point; or to damp or wet surfaces.

**SCHEDULING**

- A. The Contractor will adhere to the District's normal summer operating hours of 7:00am to 5:30pm Monday through Thursday unless otherwise indicated by the Owner.
  - 1. Additional work days and facility access will be at the sole discretion of the Owner.
- B. Coordinate use of premises under the direction of the Owner. Work must not impede the Districts normal operations or facility use.

**WARRANTIES**

- A. All warranties will be dated based on the established contract completion date.
- B. Manufacturer's Warranty:
  - 1. Provide manufacturer's applicable warranty for each product indicated to the Owner at time of completion
- C. Provide a Two-Year Contractor Warranty that will guarantee workmanship, and/or materials to be free of defects under normal use and service for a period of two years from contract completion date.
  - 1. Contractor shall bear the full obligation and cost of materials and labor for repair and or replacement during the warranty period.**

**PRODUCT**

- A. All interior walls and trim: Use Pre-Catalyzed Water-based Epoxy of quality same or equal to Sherwin-Williams K45-150 Eg-Shel Series.
- B. All other equals must be approved by Owner.

**MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products indicated in other Part 2 Articles or comparable products by one of the following:
  - 1. Benjamin Moore & Co.
  - 2. Glidden Professional Paints- Devoe Coatings
  - 3. PPG Architectural Finishes, Inc.
  - 4. Sherwin-Williams Company (The
  - 5. Approved substitute

**PAINT, GENERAL**

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - 1. Flat Paints and Coatings: 50 g/L.
  - 2. Non-flat Paints and Coatings: 150 g/L.
  - 3. Dry-Fog Coatings: 400 g/L.
  - 4. Primers, Sealers, and Undercoaters: 200 g/L.
  - 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
  - 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
- D. Colors: As selected by Owner from manufacturer's color samples.

**BLOCK FILLERS**

- A. Block Filler, Latex, Interior/Exterior: MPI #4.
  - 1. Glidden Professional; Concrete Coatings Block Filler Interior/Exterior Primer 3010-1200.
  - 2. Approved substitute.

**PRIMERS/SEALERS**

- A. Primer Sealer, Interior, Institutional Low Odor/VOC: MPI #149.
  - 1. Glidden Professional; Lifemaster No VOC Interior Primer Sealer 9116-1200.\
  - 2. Zinsser Odorless Interior Oil Base Stain Blocker
  - 3. Approved substitute.

METAL PRIMERS Not applicable for this RFP

WATER & OIL-BASED PAINTS: Not applicable for this RFP

SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor shall be notified in advance and may be present when samples are taken. If paint materials have already been delivered to project site, samples may be taken at project site. Samples will be identified, sealed, and certified by testing agency.
  2. Testing agency will perform tests for compliance with product requirements.
  3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

EXECUTION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent.
  2. Masonry (Clay and CMU): 12 percent.
  3. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
1. Proceed with coating application only after unsatisfactory conditions have been corrected.
  2. Application of coating indicates acceptance of surfaces and conditions.

PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed.
  2. Remove surface-applied protection if any.
- C. **Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.**
1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk, Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Aluminum Substrates: Remove loose surface oxidation.

- J. Previously Painted Surfaces: If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer.

#### APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed in occupied spaces:
    - a. Equipment, including panel boards.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
  2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

#### FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
  2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

#### CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of additional activities of other trades, touch up and restore damaged or defaced painted surfaces.

## INTERIOR PAINTING SCHEDULE

- A. CMU Substrates:
  - 1. Institutional Low-Odor/VOC Latex System: MPI TNT 4.2E
    - a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
    - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
    - c. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2), MPI #144.
    - d. Topcoat: Oil, interior, institutional low odor/VOC, (Gloss Level 5), MPI #153
- B.. Steel Substrates (Hollow Metal Doors and Frames):
  - 1. Water-Based Light Industrial Coating System: MPI INT 5.1B
    - a. Prime Coat: Primer, rust-inhibitive, water based MPI #107.
    - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    - c. Topcoat: Light industrial coating, interior, oil based, semi-gloss (Gloss Level 5), MPI #153.



**Proposal Cost Form**

**Proposal OPS FM 2014-008  
Newberry High School Painting**

Proposal cost (to include all material, labor and freight charges)

100 Wing \$ \_\_\_\_\_

200 Wing \$ \_\_\_\_\_

300 Wing \$ \_\_\_\_\_

Gymnasium \$ \_\_\_\_\_

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

**Total** \$ \_\_\_\_\_

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

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

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

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

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