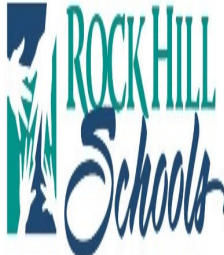


| | | | |
|---|---|--|---|
|  | Rock Hill Schools Request for Qualifications (RFQ) | Solicitation Number Date Issued Purchasing Agent Phone E-Mail Address | 23-2411 March 4, 2024 Lee Faris 803-981-1162 Wfaris@rhmail.org |
|---|---|--|---|

RFQ for Painting Services (Districtwide)

DUE DATE (Opening Date/Time): April 10, 2024 at 10:00 a.m.

LAST DAY FOR QUESTIONS: March 25, 2024 at 12:00 p.m.

NUMBER OF BID COPIES TO BE SUBMITTED: one (1) original bid uploaded to Vendor Registry, hand delivered or mailed.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

| |
|--|
| PHYSICAL MAILING ADDRESS: |
| Rock Hill Schools Purchasing Department 386 E. Black Street Rock Hill, SC 29730 Solicitation Number and Opening Date must appear on the envelope. |

| | | |
|--|---|--|
| CONFERENCE TYPE: NONE | | LOCATION: |
| ADDENDUM(S) | Any addendum(s) will be posted at the following web address: http://www.rock-hill.k12.sc.us | |
| You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following: <ul style="list-style-type: none"> • Bound by the requirements, terms, stipulations, and terms of the solicitation. • Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices. • Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted. | | |
| NAME OF OFFEROR (Full legal name of business submitting the offer) | | OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing your Offer" provision) |
| 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) | | |

RFQ 23-2411 Painting Services (Districtwide)

| | | |
|---|--------------------|--|
| PRINTED NAME (Printed name of person signing above) | DATE SIGNED | |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc. | | |
| STATE OF INCORPORATION (If offeror is a corporation, identify the State of Incorporation.) | | |

| | | | | |
|--|---|--|-------------|------------------|
| HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) | NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) | | | |
| | Area Code | Number | Ext. | Facsimile |
| | E-mail Address | | | |
| <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one) | | <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one) | | |

ACKNOWLEDGMENT OF ADDENDUM(S)

Offerors acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

| Addendum No. | Addendum Issue Date | Addendum No. | Addendum Issue Date | Addendum No. | Addendum Issue Date | Addendum No. | Addendum Issue Date |
|--------------|---------------------|--------------|---------------------|--------------|---------------------|--------------|---------------------|
| | | | | | | | |

Minority Participation:Are you a SC Certified Minority Vendor - Yes ☐ No ☐

If yes, SC Certification # _____

Are you a Non SC Certified Minority Vendor - Yes ☐ No ☐

TABLE OF CONTENTS

I. GENERAL BID INSTRUCTIONS AND CONDITIONS (Where Applicable)4

I. GLOSSARY OF TERMS.....13

II. INTRODUCTION14

IV. SCOPE OF WORK.....14

V. HOURS.....19

VI. INVOICING.....19

VII. PENALTY19

VIII. WARRANTY.....20

IX. ELABORATION AND CLARIFICATION.....20

X. RESPONSE REQUIREMENTS.....20

XI. AWARD.....21

XIV. GENERAL INFORMATION AND INSTRUCTIONS22

XV. APPENDICES25

I. GENERAL BID INSTRUCTIONS AND CONDITIONS (Where Applicable)

- A. Bids shall be publicly opened at **10:00 AM** on **April 10, 2024**. Bid openings shall be conducted in the Purchasing Department which is located at 386 E. Black Street, Rock Hill, SC 29730. Sealed bids shall include The requested information must be uploaded to **Vendor Registry** <http://vrapp.vendorregistry.com/RockHillSchools> or enclosed in an envelope (if mailing), and the "RFQ name and number" shall be clearly displayed on the lower left-hand corner of the envelope containing the bid. The name and address of the bidder shall also be displayed on the envelope. Bids that are mailed shall be addressed to the Procurement Department, Rock Hill School District Three, 386 E. Black Street, Rock Hill, SC 29730. Hand carried bids shall be delivered to the same address.
 - B. Bids shall be submitted NO LATER THAN 10:00 AM in the place and manner as described in paragraph 1A above. Bids received after 10:00 AM shall be late bids. Late bids shall not be considered for award and will be returned to the vendor unopened.
 - C. The District shall not accept responsibility for unidentified bids.
 - D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Purchasing Director.
 - E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
 - F. The District shall not accept oral, emailed, or FAXED bids.
 - G. The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"
The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"
- 1. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.
 - 2. **AMBIGUOUS BIDS:** Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
 - 3. **BIDDERS QUALIFICATIONS:** Bids shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.
 - 4. **ACKNOWLEDGEMENT OF ADDENDUM(S):**
 - A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.

- B) It is the bidder's responsibility to determine whether they have received any or all addendum(s).

5. **AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

6. **COMMUNICATION WITH PROSPECTIVE BIDDERS:**

A. All communication concerning this IFB must be in writing to the Purchasing Director. Email is the preferred method of communication.

B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.

C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this IFB for any reason except as authorized by the Purchasing Director. Violation of this provision may result in rejection of the vendor's response.

D. It is the vendor's responsibility to check Vendor Registry for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

7. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. All requests to withdraw bids must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.

8. **STATEMENT OF COMPLIANCE AND ASSURANCE:**

A. Bidders, to be eligible for consideration, shall be required to certify in writing that the firm or agency represented complies with all applicable Federal and State laws and regulations.

B. Statement of Assurances and Compliance is provided to vendors in Section D.

9. **ASSIGNMENT:** No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.

10. **SUBMISSION OF DATA:** Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.

11. **FAILURE TO SUBMIT A BID:** Vendors not responding with a bid should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive bids for the same items may be removed from the applicable bid lists.

- 12. ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
- 13. BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.
- 14. TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) calendar day advance written notice is given to the Vendor.
- Termination for convenience.** In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.
- Termination for Cause.** Termination by the District for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply.
- 15. EXAMINATION OF RECORDS:**
- A. The Superintendent of Rock Hill School District Three, or his duly authorized representative(s), shall, until three (3) years after final payment under this contract, have 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.
- B. The Contractor agrees to include in first-tier subcontracts, under this contract, a clause to the effect that the Superintendent of Rock Hill School District Three, or his duly authorized representative(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the sub-contractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.
- 16. COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.
- 17. SOUTH CAROLINA LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state.

By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

19. RIGHT TO PROTEST (Section 4210): Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Bids or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.

Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Purchasing. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

20. PROPRIETARY INFORMATION: Contractors shall visibly mark as “**CONFIDENTIAL**” each part of their Proposal which they consider proprietary information. Price may not be considered confidential proprietary information.

21. AWARDING POLICY: The District reserves the right to select and award on an individual item basis, lot (group) basis or an “all or none” basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District’s opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. 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 Director of Purchasing shall award proposals in accordance with the District’s Procurement Code.

22. STATEMENT OF COMPLIANCE AND ASSURANCES: By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

23. MATERIALS REQUIRED: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

24. SAMPLES: Contractors may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Vendors shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted.

The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Vendor actually is offering and not the specifications. Requested samples must be provided at the vendor's expense.

- 25. "OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

- 26. PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.

- 27. INSTALLATION:** Where equipment is called for to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

- 28. GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.

- 29. SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

30. 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 concern
- 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
- Labor Costs separate from material costs
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
- All invoices shall be submitted via email to APINVOICES@rhmail.org with the Company name and purchase order# referenced in the subject line

31. TIME OF COMPLETION: Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.

32. DEFAULT: In the event the successful Contractor defaults on any part or all of his Proposal, ROCK HILL SCHOOL DISTRICT THREE reserves the right to purchase any or all of the services in default in the open market and charge the defaulting Contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting Contractor shall be considered unless assessed charge has been satisfied.

33. DRUG-FREE WORKPLACE: This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The Contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.

34. POSTING OF AWARD: Notice of Award or Intent to Award will be posted to the Purchasing Department website and Vendor Registry.

35. NON-APPROPRIATIONS: Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.

- 36. SPECIFICATIONS:** Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.
- 37. PACKAGING AND DELIVERY:** All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the Contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the Contractor and the carriers.
- 38. UNIT PRICES:** A unit price will take precedence over an extended price. When discrepancies exist between a unit price and an extended price, the unit price shall govern and be presumed to be the correct price.
- 39. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Purchasing Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.
- 40. ITEM SUBSTITUTION:** No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Purchasing.
- 41. SUSPENSION AND DEBARMENT:** By submitting a proposal (IFB/RFP/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or sub-contractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- 42. INDEMNITY:** Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, sub-contractors or agents.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

43. INSURANCE REQUIREMENTS: Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Contractor or any of its sub-contractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful Contractor shall provide a certificate of insurance within ten (10) calendar days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

| | |
|-----------|-------------------------|
| \$500,000 | Each Accident |
| \$500,000 | Disease - Each Employee |
| \$500,000 | Disease - Policy Limit |

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

| | |
|-------------|---|
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Each Occurrence |
| \$ 5,000 | Medical Payments |

C. COMMERCIAL AUTOMOBILE LIABILITY

| | |
|-------------|----------------------------------|
| \$1,000,000 | Combined Single Limit - Any Auto |
|-------------|----------------------------------|

44. WORKMANSHIP: All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District's representative.

45. LIABILITY- The Contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The Contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

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 items of this contract.

Laws

The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

46. SAFETY, DAMAGE OR THEFT:

Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 981-1150.

47. SECURITY: The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the Contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

48. UNAUTHORIZED PERSONNEL: Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or Contractor).

49. Use of tobacco products, alcohol, and profanity are prohibited on school property.

50. This solicitation document and any addendum(s) will constitute the contract when awarded.

51. CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS: By submission of this bid, the bidder as the prime contractor does hereby agree:

- A. To certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Equipment;
- B. To provide Rock Hill School District with any documents required to establish such compliance upon request; and
- C. To register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

I. GLOSSARY OF TERMS

Assignment: Legal transfer of a claim, right, interest or property.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Late Bid/Proposal/Qualification: A bid, proposal, qualification, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Late bids/proposals/qualifications are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Request for Qualification (RFQ): A document, which is issued by a procurement entity to obtain statements of the qualifications of potential responders (development teams or Contractors, Contractors) to gauge potential competition in the marketplace, prior to issuing the solicitation.

Responder: A person or entity who submits a response to a Request for Qualifications (RFQ), Expression of Interest (EOI), Request for Information (RFI), Qualifications Based Selection (QBS), or other solicitation types, methods, or processes where price is not a factor in the evaluation process for award determination.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A Contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A Contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP/RFQ and all of its requirements, including all form and substance.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals or qualifications, telephone calls or any document used to obtain bids, proposals, or qualifications for the purpose of entering into a contract.

Scope of Work/Services: A scope of work/services is developed at the beginning of the procurement cycle and is a written description of the entity's needs and desired outcomes for the procurement and becomes the basis for any resulting solicitation. The scope of work/services helps to ensure that the product or service meets the stated outcome and establishes the parameters of the resulting contract.

II. INTRODUCTION

This solicitation is a Request for Qualifications (RFQ). Sealed Statements of Qualifications (SOQ) will be received by Rock Hill Schools for the above titled project. Statements can be submitted to Vendor Registry and hard copies received no later than 10:00 a.m., local time, April 10, 2024. Submittals shall be sent to *Rock Hill Schools, Purchasing Department, 386 East Black Street, Rock Hill, SC 29730* Attn: *RFQ#23-2411 Painting Services*, Rock Hill Schools will conduct a formal selection process to determine the best qualified respondent(s) that meets the District's needs. A selection committee will review the statements of qualification, evaluate, and score. Top scoring respondents will be short-listed and invited to bid on future projects. The determination of the successful respondent will be based on a variety of criteria including, but not limited to, qualifications, experience, and past performance of the respondent.

Rock Hill Schools is an equal opportunity employer and encourages Local Business and Small, Women-Owned and Minority Business Enterprise (SWMBE) in accordance with Division of Small and Minority Business Contracting and Certification (SMBCC) and/ or similar state or federal certification programs participation to the extent legally feasible.

III. PURPOSE:

The purpose of this request for qualification is to seek qualified Contractor(s) hereinafter referred to as "Contractor" to provide Painting Services for Rock Hill School District, hereinafter referred to as "District" or "RHSD". The highest ranked respondents which meet or exceed the criteria established in this solicitation shall be placed on a pre-qualification list that may be accessed in order to obtain price quotations. The services requested shall be on an as needed basis.

This contract shall be for one year, beginning in May 2024. The contract will automatically renew on the anniversary date of the award notification, under the same terms and condition, for four (4) additional one-year periods. Canceling or adjusting of contract shall be made in writing by either party a minimum of (60) days prior to the renewal date. The total term of this contract shall not exceed beyond April 31, 2029. Contractor may increase prices for the renewal for future renewal period(s). The price increase and or decrease shall be based upon the percent change in the Consumer Price Index (CPI). A justification for the increase in addition to the CPI shall be required for any increase.

IV. SCOPE OF WORK

The Contractor must provide all labor, various materials, tools, supplies, equipment and paint (if requested) necessary to complete the services listed throughout this RFQ, including, but not limited to: painting, wall covering, minor damage repair and major sheetrock repair. These services will be performed on an as needed basis. The District shall provide the paint ONLY but may also ask that vendor provide paint when necessary.

All contracts between the awarded Contractor(s) and RHSD will be for the purpose of setting prices and services to be provided and the term that they are valid. No minimal amount of work will be guaranteed. The District reserves the right to bid out larger projects as determined by the Director of Facilities Management or designee.

The Contractor must adhere to all state and local license requirements. All potential Contractors must be properly licensed/certified by South Carolina state regulations.

Contractor shall obtain a full criminal background check for contractor's employees and other persons carrying out the contract on the contractor's behalf. The contractor shall not permit employment of any person with a criminal record without written permission of the District. Contractor must check the following databases at a minimum, South Carolina criminal check (SLED), North Carolina criminal check, Sex Offender registries, and Social Security number verification. Upon request of the District, the contractor shall furnish proof that such background checks were executed and the restrictions on employment mandated by the District were followed. Contractor shall be responsible for cost associated with background checks. If the awarded Contractor is summoned for work he/she shall report and sign in and out with the Director of Facilities Management or their designee upon arriving and departing from any RHSD campus.

A. MATERIALS & SUPPLIES

1. All paint required for newly constructed and existing sheetrock walls will be determined by the Director of Facilities Management or his designee.
2. All paint required for newly constructed and existing block walls will be determined by the Director of Facilities Management or his designee.
3. Selected wall coverings will be supplied by the proposer and included in the invoice submitted to the District for each job completed.
4. If applied paint fails to adhere to surfaces due to noncompliance with regard to manufacturer's specifications, it shall be the Contractor's responsibility to remove failing paint, properly prepare surface and repaint at the Contractor's expense.
5. The Contractor must furnish all industry specific materials, tools and supplies necessary to perform the services requested in a safe and effective manner, including, but not limited to the following:
 - a. Brushes, rollers, tape, containers, pans, buckets, etc., to utilize during application.
 - b. Any materials for masking and/or protection of surfaces, flooring, equipment and/or fixtures not being painted.
 - c. Scaffolding, ladders and extension devices used for application on elevated surfaces allowing the Contractor to reach the highest point, at a given location, in a safe and efficient manner.
6. Under no circumstance will the Contractor use the District's tools for the campuses or offices they are servicing.

B. PAINTING PREPARATION

The Contractor shall perform the preparation of all surfaces for painting, including, but not limited to the following: sheetrock walls, previously prepared walls (vinyl and paper wall covering), masonry surfaces, concrete block walls, steel and wood doors, steel door bucks, etc.

1. New Construction Sheetrock: Preparation and painting of newly constructed sheetrock walls shall consist of priming and minor sanding.

RFQ 23-2411 Painting Services (Districtwide)

2. Existing Construction Sheetrock Walls: Preparation and repainting of existing sheetrock walls includes priming and minor repair / spackling surface nicks and holes.
 - a. The Contractor shall provide adequate paint coverage to cover the existing color.
 - b. Additional painting necessary to cover colors, other than the existing, shall be quoted separately on an as needed basis using the proposal price submission as a basis for the quote.
3. Doors: Preparation and painting of steel or wooden doors, typical size 36" x 80", shall include primer, paint, stain and sealer. Paint on doors and bucks shall be industrial coat, oil base and enamel.
4. Door Jambs: Preparation and painting of steel or wooden jambs shall include primer, paint, stain and sealer. Paint on jambs shall be industrial coat direct to metal.
5. Block Walls: Preparation and repainting of block walls will require rigid scheduling if work occurs in a research area.
6. Wall Covering: Preparation of walls for papering or painting, after wallpaper is removed or if wallpaper remains in place, shall be done by applying patching, floating a thin coat, and cleaning wall surfaces.
7. Moving of equipment and/or furniture in occupied office, laboratories, classrooms, etc., shall be the responsibility of the Contractor.

C. PAINTING PROTECTION

1. "Wet Paint" signs shall be posted during application by the Contractor.
2. Contractor shall protect surrounding areas and surfaces to preclude damage during work.
3. During work progress, Contractor shall keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, debris and the like.
4. Contractor shall provide drop cloths, shields, painters tape, furniture coverings and other protective equipment as required by job conditions.
5. Contractor shall be responsible for any damage that occurs due to misplaced paint.
6. Contractor shall erect barriers as necessary to protect students, staff and visitors during the performance of the work.
7. Contractor shall be responsible for any damage caused by their employees or equipment.
 - a. Such damages include but are not limited to: paint applied, either on purpose or by accident, to floor, desk, computers and other structures not intended to be painted.

D. PAINTING APPLICATION

1. The Contractor shall roll or brush all surfaces. No spraying will be allowed, unless approved by the Director of Facilities Management or designee.

RFQ 23-2411 Painting Services (Districtwide)

2. The Contractor shall apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface.
3. The Contractor shall apply paint to produce surface films without cloudiness, spotting, laps, brush marks, roller tracking, runs, sags or other surface imperfections.
4. The Contractor shall allow manufacturer's specified drying time and ensure current coating adhesion for each coat before applying next coat.
5. The Contractor shall contact the Director of Facilities Management, or his designee, for approval of additional coats if undercoats or other conditions show through the topcoat.
6. Paints that have settled to a condition that makes mixing difficult shall be removed from job.
7. Skins and other irregular particles shall be removed by straining with fine nylon.
8. Only clean equipment and tools shall be used.
9. The Contractor shall ensure where coating application abuts other materials or other coating colors and shall terminate coating with a clean, sharp termination line without coating overlap.
10. The Contractor shall not paint over code-required labels or equipment name, identification, performance rating or nomenclature plates.
11. The contractor shall remove hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items to protect from contact with paint.

E. POST PAINT CLEAN-UP

1. The Contractor shall return all unused paint sealed in its original container, free of foreign material and residue to the Director of Facilities Management or his designee.
2. The Contractor shall establish and maintain storage conditions for paint (dry, warm, well ventilated) in accordance with the manufacturer's instructions.
3. The Contractor shall remove rubbish, empty cans, rags and other discarded material.
4. The Contractor shall dispose of all hazardous waste in accordance with all applicable federal, state and local laws and ordinances. At no time shall the use of District dumpsters or trash receptacles be allowed at any campus.
5. After paint application completion, Contractor shall clean spattered surfaces and remove spattered paints by washing, scraping or other methods. The contractor shall re-install hardware, electrical equipment plates, mechanical grills and louvers, lighting fixture trim and other items that have been removed to protect from contact with paint.

RFQ 23-2411 Painting Services (Districtwide)

6. Contractor shall relocate to original position equipment, furniture, desk, bookcases, filing cabinets or any fixtures that have been moved to allow application of coatings.
7. Contractor shall remove protective materials.
8. The Contractor shall provide all services in accordance with the current state adopted codes, and repair service laws or ordinances, and all rules and regulations of health, public and/or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in this kind of work.
9. The Contractor shall take all the necessary precautions to prevent fire hazards and spontaneous combustions.
 - a. All cotton waste, clothes, and other hazardous materials shall be removed from the work site daily.
10. The Contractor must give immediate notice to the Director of Facilities Management or his designee, of any condition deemed hazardous to students, personnel and/or visitors of the District.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall be responsible for minor damage repair that is considered customary for this type of work, including but not limited to the following: nail holes, small scrapes and gouges, holes left from anchors, minor drywall repairs. Any significant damage that is discovered on any job shall be reported to the Director of Facilities Management or their designee.
2. The Contractor shall provide labor for major sheetrock wall repair and all material required until the completion of the project. The project materials shall be market price and subject to approval by the Director of Facilities Management or their designee.
3. The Contractor shall be regularly engaged with their personnel throughout all painting services outlined in the scope for this project.
4. The Contractor shall have sufficient supervision, staff, equipment and materials to address the project.
5. The awarded Contractor(s) shall not shut down any equipment unless permission is first obtained by the Director of Facilities Management or their designee. The awarded Contractor(s) shall comply with all Federal-Mandated OSHA lockout/tag out procedures.
6. It is the responsibility of the awarded Contractor(s) to keep the Director of Facilities Management or their designee informed of the status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates, and accrued and projected job costs. Failure to do so will delay processing of invoices.

V. HOURS

The District will make every effort to group work order/projects so that employees can be assigned to work on campus for a full workday; or so that Contractor employees can be assigned to work lasting at least one-half workday, beginning or ending their workday at the District.

1. Work hours under this contract shall be approved by the Director of Facilities Management to avoid scheduling conflicts.
2. Any travel time for which a Contractor is obligated to pay his employees should be considered as part of overhead, and allowances for such, figured into the flat hourly rate quote to the District.

VI. INVOICING

The Director of Facilities Management or their designee shall approve, in writing, the Contractor's accuracy and reasonableness of each invoice submitted for payment. The Contractor shall be responsible for documenting the number of contract employees on site each day, hours worked, the materials and equipment used on the project.

1. The District will not allow nor pay any additional costs or surcharges on Contractor invoices not already approved by the Director of Facilities Management.
2. The District reserves the right to review any invoice of the awarded Contractor.
 - a. Separate invoices shall be submitted for each site per event.
 - b. Billing shall occur within thirty (30) days of project completion.
 - c. When an invoice(s) from the Contractor to the District includes materials, the Contractor shall support any materials with invoices and/or receipts displaying the purchase from the original vendor.
 - d. Invoices shall have the materials and labor listed on separate line items.
3. The District reserves the right to withhold the entire payment for any job where the contract is not fulfilled.
4. Awarded Contractor will provide a "not to exceed quote" for each project to be reviewed and approved before work begins.
5. Progress payments may not be utilized unless approved by the Director of Facilities Management or their designee.

VII. PENALTY

The District may withhold payment or terminate the contract under the following conditions:

- a. Contractor shall be considered in violation if they fail to take corrective action in a timely manner after discovery of a problem or written notification of a problem discovered by staff.
- b. Contractor will be in violation if timely service is not performed and inventories are not maintained.

VIII. WARRANTY

1. Guarantee: The awarded Contractor(s) shall fully guarantee all workmanship and products furnished and installed under this contract against defect for one (1) year after completion. Defects will be repaired or replaced at no charge to the District.
2. Contractor(s) shall supply the District with all warranty information whether it be expressed or implied.
3. All equipment, parts and/or supplies used shall be new and original equipment manufacturer (OEM).
4. The Contractor(s) is responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed should be restored to their original condition.
5. The District reserves the right to make all final decisions to determine whether to proceed with repair or replacement of any equipment.

IX. ELABORATION AND CLARIFICATION

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the IFB and/or the participant's response. If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the IFB. Any exceptions to the terms, conditions, provisions, and requirements delineated must be specifically noted and explained by the Contractor and must be submitted by 12:00PM on **March 25, 2024** which is the last day for questions.

X. RESPONSE REQUIREMENTS

All Statements of Qualifications shall not exceed twenty-five (25) pages in 8 1/2" x 11" format with all standard text no smaller than twelve (12) points. Statement of Qualifications shall use double-sided copying and be bound with tab dividers corresponding to the format requirements specified below. Failure of the company to organize the information required by this RFQ as outlined herein may result in the District, at its sole discretion, deeming the Qualifications Package non-responsive to the requirements of this RFQ. The company, however, may reduce the repetition of identical information within several sections of the Statement of Qualification by making the appropriate cross-references to other sections of the Statement of Qualification. Submittals shall include the following information divided by tabs:

1. Pages 1 and 2 of this Request for Qualifications.

2. Qualifications

The Contractor must demonstrate their capability to perform the requirements of the scope of work. Contractor shall:

- Complete the Pre-Qualification Questionnaire Form (Appendix I).
- Have a least five (5) full time employees. An employee roster must be submitted with your response.
- Submit two (2) work samples with their response.

3. Experience

The Contractor shall have at least three (3) years of experience in providing painting services in a commercial environment including any school districts, higher education institutions or any public entity.

4. Appendices

Contractor shall complete the following Appendices:

- Appendix I- Pre-Qualification Questionnaire
- Appendix II- References Questionnaire
- Appendix III- Non-Collusion Affidavit
- Appendix IV- Conflict of Interest
- Appendix V- Cost Form

All responses should be submitted to Rock Hill School District no later than April 10, 2024 at 10:00 AM. Respondent shall deliver one (1) original UNBOUND copy. SOQ's should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Request for Qualifications. All submittals must be clearly labeled on the outside of the envelope with the following wording: "**RFQ#23-2411 Painting Services (Districtwide).**" All late statements will be rejected. The District is not responsible for late SOQ's caused by delays in mail delivery or a delay in any other method of delivery.

XI. AWARD

It is to the sole discretion of the District to determine the award method. The District will award to the highest ranked offeror(s) and may short-list if deemed necessary.

XII. EVALUATION CRITERIA

The committee will review each submittal based upon the criteria listed below. The evaluation may or may not produce a list of the top-rated qualifications (short list). Any company scoring 80% or more will become part of our qualified vendor list. Being part of the qualified vendor list does not guarantee future work for the district but will put you on the list we pull from for quotes for future projects.

- Experience- 50%
- Workload and Capacity- 15%
- Litigation and Claims- 15%
- References- 20%

XIII. TENTATIVE SCHEDULE OF EVENTS

| | |
|---------------------------------------|----------------------------|
| Request for Qualifications Issue Date | March 4, 2024 |
| Last Day for Questions | March 25, 2024 at 12:00 PM |
| Request for Qualifications Close | April 10, 2024 at 10:00 AM |
| Notice of Short Listed Contractor(s) | April 15-25, 2024 |

XIV. GENERAL INFORMATION AND INSTRUCTIONS

A. Request for Qualification Process

This RFQ does not commit Rock Hill School District to pay for direct or indirect costs. Any costs associated with RFQ preparation, selection interviews, and any other company activity prior to award of a contract shall be at the Contractor's expense. Rooms, meals, travel, telephone, and administrative costs shall be at the Contractor's expense.

The RFQ is not a bid. In the event that the District elects to negotiate a contract with the successful respondent(s), any contract shall contain at a minimum the terms and conditions as stated in Section I. The District reserves the right, in its sole discretion to reject all submissions, reissue a subsequent RFQ, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the District.

B. Questions

Requests for additional information and questions must be submitted to Lee Faris, at WFARIS@RHMAIL.ORG.

The deadline for additional information and questions is MARCH 25, 2024 by 12:00 P.M. (EST). The District will not accept telephone calls or visits regarding this RFQ. No interpretation shall be binding unless in writing from Rock Hill School District.

No questions may be directed to or contacts made with members of the Rock Hill School Board, Superintendent, Chief of Operations or any District staff not identified in this RFQ as points of contacts during the period of time that this RFQ is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition will be subject to disqualification of the Contractor from further consideration.

C. Confidentiality

Unless otherwise required by law, and until the public opening of the responses, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except District representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the District by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word **“Confidential.”**

D. Respondent’s Duty to Inspect, Advise and Declare All Costs

Each respondent shall become fully acquainted with the District’s requirements and the scope of the services to be provided. Respondents have a duty to request any information from the District as it deems necessary to prepare the RFQ. Such requests shall be made in compliance with the Elaboration and Clarification section of the RFQ.

E. Time for Receiving Responses

Responses submitted online prior to the time of opening will be secure and kept unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no response there-after will be considered.

F. Submittal of Proposals

All responses to this RFQ must be clearly marked **RFQ 23-2411 Painting Services (Districtwide)**. A minimum of one (1) original **UNBOUND** copy, one (1) hard copies and one (1) USB drive containing the proposal shall be submitted. All RFP’s shall be submitted no later than April 10, 2024 at 10:00 A.M. and the USBs and hard copies shall be submitted to Rock Hill School District Purchasing Department, 386 East Black Street, Rock Hill, SC 29730. All late proposals will be rejected. The District is not responsible for late RFQ’s caused by delays in mail delivery or a delay in any other method of delivery.

G. Acceptance and Rejection

Any proposals that do not conform to the essential requirements of the RFQ shall be rejected. The District reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The District also reserves the right to accept or reject any or all proposals received in response to this RFQ and to negotiate separately with competing respondents. The District is not obligated to enter into any contract on the basis of any submittal in response to this RFQ. The District reserves the right to request additional information from any company submitting under this RFQ if the District deems such information necessary to further evaluate the Vendor’s qualifications.

H. Acceptance Period

Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the respondent if no award has been made. If the RFQ is not withdrawn at that time, the proposal in its entirety, including the price structure, shall remain in effect.

I. Cancellation of Statements of Qualifications

Statements of Qualifications may be cancelled prior to the time fixed for opening. Negligence on the part of the bidder in submitting the proposal confers no right for the withdrawal of the statement after it has been opened.

J. Bidders Present

At the time fixed for the closing of the qualifications, the proposer's name will be made public for the information of bidders and the general public. Offerors will not be permitted to examine the proposals until award is made.

K. Conflict of Interest

Respondents shall complete the Conflict of Interest Form listed in the Appendices. By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the District or any other conflict as may be set forth herein.

L. Collusion

More than one proposal from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the District believes that collusion exists among respondents, all proposals from the suspected firms will be rejected. "Related parties" means respondents or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFQ and any resulting contract.

By responding to this RFQ, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

XV. APPENDICES

Appendix I- Pre-Qualification Questionnaire Form

Appendix II- References Questionnaire

Appendix III- Non-Collusion Affidavit

Appendix IV- Conflict of Interest

Appendix V- Cost Sheet

APPENDIX I- PRE-QUALIFICATION QUESTIONNAIRE FORM

Failure to answer:

All of the following questions may result in disqualification and potentially a lower evaluation rating. If interested potential firms or contractors have any questions, contact the person listed below under “Submit to” information field. Completing this questionnaire does not guarantee any approval or prequalification of the bidder’s submission. The Rock Hill School District reserves the right to reject any or all solicitation and to waive informalities in accordance with the District’s procurement code and internal policies and procedures.

Project Description:

The major components of the services to be provided include painting. The personnel employed by the Contractor must be deemed as reliable and capable employees trained and qualified in performing the work stated in the scope of services required to complete assigned tasks.

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Section 1. GENERAL INFORMATION

1. a. General Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Organization

1. b. Business type (check box) ☐ Corporation ☐ Partnership ☐ Limited Liability Company ☐ Sole Proprietor ☐ Joint Venture

1. c. Type of Work (check box) ☐ General Construction ☐ Roofing ☐ Mechanical ☐ Electrical ☐ Other (please specify)

1. d. Licensing information (Please provide all South Carolina professional licenses required for you to perform your services.)

SC License Type (check box) ☐ General Construction ☐ Roofing ☐ Mechanical ☐ Electrical ☐ Other (please specify)

| <u>SC License number</u> | <u>License Limit/Level</u> | <u>State/County/City Privilege License (provide copy)</u> |
|--------------------------|----------------------------|---|
| | | |
| | | |
| | | |

Bonding

1. e. (1) Attach letter, dated within the last 30 days, from your surety company, signed by their Attorney in Fact, verifying their willingness to issue a payment and performance bond in the amount of \$25,000.00, on behalf of your firm or its agent licensed to do business in South Carolina, and verifying your company's capability and capacity based on your current value of work. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

Have you attached a surety letter? ☐ Yes ☐ No

1. e. (2) Have any funds been expended by a surety company on your firm's behalf? ☐ Yes ☐ No If yes, explain:

RFQ 23-2411 Painting Services (Districtwide)

1. e. (3) List all surety companies that have provided bonds for your company for the past five (5) years, provide explanation, required, if more than one company.

| | | |
|------|------|--------|
| Date | Firm | Reason |
| Date | Firm | Reason |
| Date | Firm | Reason |

Insurance

1. f. Evidence of Insurance

In order to prequalify, contractors must indicate that they can provide evidence of insurance coverage, see below, as follows should they subsequently be the successful bidder. Do you agree? ☐ Yes ☐ No

Liability Insurance - The contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the contractor, his agents, or representatives, employees or subcontractors.

A.) **Commercial General Liability Insurance:** Coverage in an amount not less than the 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the Rock Hill School District as an additional insured.

B.) **Automobile Liability Insurance:** \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

Size/Capacity

1. g. (1) Do you have five (5) or more full time employees? ☐ Yes ☐ No

If YES, attach the employee roster with your response.

If No, your submission will be deemed **NON-RESPONSIVE**.

1. g. (2) If the company has more than one office location, please list the location that will provide service to the District.

MANDATORY REQUIREMENTS (Evaluated Criteria)

Section 2.

Experience

2. a. (1) Number of years in business as a contractor under the company name listed in 1.a., above: _____ years.
List any other names your firm operated under previously.

| | | |
|---|---|---|
| 1 | 2 | 3 |
|---|---|---|

2. a. (2) List date, State and type of incorporation, partnership, or proprietorship establishment:

Date _____ State/Type (incorporation, partnership/proprietorship) _____

2. a. (3) List names of the firm principals appropriate to the type of the firm:

Corporation: President, Vice-president, Secretary, Treasurer

Partnership: Partners

Proprietorship: Owner

Other: List and explain

Title: _____ Full Name: _____ Yrs. Service: _____

Title: _____ Full Name: _____ Yrs. Service: _____

Title: _____ Full Name: _____ Yrs. Service: _____

Title: _____ Full Name: _____ Yrs. Service: _____

2. a. (4) Within the last 5 years, has your organization been pre-qualified to bid on a substantially similar project and failed to submit a bid without notice of good cause before final bid date? ☐ Yes ☐ No If yes, on a separate sheet list name of project and reason you did not submit a bid.

2. a. (5) Will your company provide a minimum of three (3) dedicated personnel to projects that are assigned by the District? ☐ Yes ☐ No

Workload and Capacity

2. b. (1) How many projects do you currently have under contract or in progress and what is their total dollar value?

- _____ (#) of projects
- \$ _____ (Current projects contract amount)

2. b. (2) Provide a list of equipment and human resources required to perform the services specified. (Please use a separate sheet of paper and label the section accordingly)

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Litigation/Claims

2. c. (1) Has your company ever failed to complete work awarded to it? Yes No

If yes, please provide project name(s), contact information for owner, year(s), and reason why. Attach relevant documentation. _____

2. c. (2) Have you ever paid liquidated damages on any project? Yes No If yes, state the project name(s), year(s), and reason why. _____

2. c. (3) Has your company filed any claims on any previous services within the last five years?

Yes No If yes, state the entity name(s), year(s), case number, and reason why.

2. c. (4) Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? Yes No If yes, state the entity name(s), year(s), and reason why:

2. c. (5) Has your present company ever been suspended or debarred? ☐ Yes ☐ No If yes, state the year(s) and reason why: _____

Section 3.

References

3. a. Please identify four (4) references most closely reflecting the scope of services being requested for the currently proposed project. The substantially similar projects should have been completed within the last five (5) years. Rock Hill School District shall **not** be used as a reference.

| | |
|---|--|
| #1 | |
| Entity Name | |
| Owner Name/ Representative | |
| Owner Address/Phone # | |
| Contract Dollar Value | |
| Contract End Date | |
| Reference Questionnaire Attached (y/n) | |
| Work Sample Attached (y/n) | |

| | |
|---|--|
| #2 | |
| Entity Name | |
| Owner Name/ Representative | |
| Owner Address/Phone # | |
| Contract Dollar Value | |
| Contract End Date | |
| Reference Questionnaire Attached (y/n) | |
| Work Sample Attached (y/n) | |

| | |
|---|--|
| #3 | |
| Entity Name | |
| Owner Name/ Representative | |
| Owner Address/Phone # | |
| Contract Dollar Value | |
| Contract End Date | |
| Reference Questionnaire Attached (y/n) | |
| Work Sample Attached (y/n) | |

RFQ 23-2411 Painting Services (Districtwide)

| | |
|---|--|
| #4 | |
| Entity Name | |
| Owner Name/ Representative | |
| Owner Address/Phone # | |
| Contract Dollar Value | |
| Contract End Date | |
| Reference Questionnaire Attached (y/n) | |
| Work Sample Attached (y/n) | |

Signature

By signing this document, you are acknowledging that all answers are true to the best of your knowledge.
Submitted by:

Company Name

Physical Address

Mailing Address

Submitted by: _____
Signature by Authorized Officer

Print Title of Authorized Officer

Phone: _____
Contact person's phone number

Email: _____
Contact person's E-mail address

APPENDIX II- REFERENCE QUESTIONNAIRE

Contractor Name: _____

Please answer the questions below in reference to the Contractor listed above. You are receiving this reference questionnaire because the Contractor has provided painting services for your entity within the past three (3) years. Your response to the questions below will be most helpful in the selection process. (Please print legibly)

1. Did the Contractor provide these services for you in the past 5 years?

2. Did the Contractor complete the services as specified in the contract?

3. Did the Contractor complete the work on time?

4. Did you experience any performance-related issues (clean up, spills, etc.) with the service during the contract? If so, please explain in detail.

5. Now after having this services from the Contractor are there any things that you wish you had known in advance before contracting with them?

6. Will you use this Contractor again?

7. On a scale of 1 to 5, with 5 being the highest, how satisfied were you with the service provided? If rated less than 5, please state the reason.

1 2 3 4 5

To be completed by the person completing this Reference Questionnaire

Reference Entity Name: _____

Contact Name: _____

Contact Signature: _____

Address: _____

Email: _____

Phone Number: _____

Date: _____

APPENDIX III- NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached RFQ:

(2) He is fully informed respecting the preparation and contents of the attached RFQ and of all pertinent circumstances respecting such RFQ:

(3) Such RFQ is genuine and is not a collusive or sham RFQ:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached RFQ has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **District** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFQ are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

APPENDIX IV: CONFLICT OF INTEREST

I, _____ (Offeror/Contractor), on behalf of myself and my company, and my sub-Contractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill School District vendor database. It may further result in termination of any contractual relationship with Rock Hill School District (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-Contractor(s), nor does Offeror or Offeror's sub-Contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my sub-Contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-Contractor(s) in order to solicit or secure an agreement with Rock Hill School District, as related to this Solicitation or any resulting Agreement, and that I and my sub-Contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-Contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-Contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any

Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

☐

No known actual or potential Conflicts of Interest are subject to disclosure.

☐

All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill School District.

6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-Contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-Contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.

7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-Contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-Contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

APPENDIX V: COST SHEET

(These costs will be used when providing the District with a quote for projects)

| Preparation and Painting New Sheetrock | | | |
|---|------------------------|----------------------|--------------------------------|
| Item | Unit of Measure | Description | OFFEROR'S CONTRACT RATE |
| 1 | SQ FT | First Coat (Primer) | \$ |
| 2 | SQ FT | Second Coat (Finish) | \$ |
| 3 | SQ FT | Third Coat (Finish) | |

| Preparation and Painting of Existing Sheetrock | | | |
|---|------------------------|--|--------------------------------|
| Item | Unit of Measure | Description | OFFEROR'S CONTRACT RATE |
| 1 | SQ FT | First Coat (to cover existing color) | \$ |
| 2 | SQ FT | Second Coat (to cover existing color) | \$ |
| 3 | SQ FT | First Coat (to cover color other than existing color) | \$ |
| 4 | SQ FT | Second Coat (to cover color other than existing color) | \$ |

Contractor Name: _____

| Preparation and Painting of Wooden Doors with Bucks/Jambs | | | |
|--|------------------------|--|--------------------------------|
| Item | Unit of Measure | Description | OFFEROR'S CONTRACT RATE |
| 1 | SQ FT | First Coat-Primer (new door and buck/jamb) | \$ |
| 2 | SQ FT | Second Coat-Finish (new door and buck/jamb) | \$ |
| 3 | SQ FT | Third Coat- Finish (new door and buck/jamb) | |
| 4 | SQ FT | First Coat (existing door and buck/jamb) | \$ |
| 5 | SQ FT | Second Coat (existing door and buck/jamb) | \$ |
| 6 | SQ FT | First Coat (stain and seal new/existing door and buck/jamb) | \$ |
| 7 | SQ FT | Second Coat (stain and seal new/existing door and buck/jamb) | \$ |

| Preparation, Painting , and Repainting of Block Walls | | | |
|--|------------------------|--------------------|--------------------------------|
| Item | Unit of Measure | Description | OFFEROR'S CONTRACT RATE |
| 1 | SQ FT | First Coat | \$ |
| 2 | SQ FT | Second Coat | \$ |

| Painting Requiring Use of Scaffolds | | | |
|--|------------------------|--------------------------------|--------------------------------|
| Item | Unit of Measure | Description | OFFEROR'S CONTRACT RATE |
| 1 | SQ FT | Painting Requiring Scaffolding | \$ |

Contractor Name: _____

| Contractor(s) are to enter a markup if any on invoice costs for paint or any additional pre-approved supplies. Awarded contractors are required to submit any/all invoices upon request. | | | |
|--|-----------------|----------------------------------|---------------------------------|
| Item | Unit of Measure | Description | OFFEROR'S CONTRACT MARK UP RATE |
| 1 | % | District Approved Brand Paint | % |
| 2 | % | Additional Pre-Approved Supplies | % |

| General Labor | | | |
|---------------|-----------------|---------------------------------------|-------------------------|
| Item | Unit of Measure | Description | OFFEROR'S CONTRACT RATE |
| 1 | Hourly Rate | Additional Labor Pre-Approved by RHSD | \$ |

The District reserves the right to negotiate all pricing.

Contractor Name: _____