

	Spartanburg County School District No. 7	Solicitation Number 2404 Issue Date Jan. 22 nd , 2024 Procurement Officer: Donna Wiggs Phone (864) 594-6167 eMail Address: DBWiggs@spart7.org
	REQUEST FOR BID	

DESCRIPTION: Exterior & Interior Painting Services – Fixed Price Bid (Co-Op with Spartanburg School Districts 2, 3, 5, and Cherokee County School District 1)

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

SUBMIT YOUR SEALED OFFER TO:

MAILING/PHYSICAL ADDRESS:
 Spartanburg County School District No. 7
 610 Dupre Drive
 Spartanburg, SC 29307
 Attn: Donna Wiggs

SUBMIT OFFER BY: **Feb. 19th, 2024 @ 9:00AM**

QUESTIONS MUST BE RECEIVED BY: **Jan. 31st, 2024 at 8:00AM**
 (please direct questions in writing to Donna Wiggs at DBWiggs@spart7.org)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original**

CONFERENCE TYPE: N/A DATE & TIME:	LOCATION: N/A
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AWARD & AMENDMENTS	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: Spartanburg7.org/Procurement
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You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of sixty (60) calendar days after the opening date.

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

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.) <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Area Code - Number - Extension Facsimile <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> E-mail Address
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PAYMENT ADDRESS (Address to which payments will be sent.) <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by initialing and dating below.							
Amendment 1	Amendment 2	Amendment 3	Amendment 4	Amendment 5	Amendment 6	Amendment 7	Amendment 8

MINORITY PARTICIPATION
Are you a South Carolina Certified Minority Vendor? Yes _____ No _____
If yes, South Carolina Certification # _____
<p>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.</p>
<p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).</p>
<input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address

INSTRUCTIONS TO OFFERORS

Spartanburg County School District 7, Spartanburg County School District 2, Spartanburg County School District 3, Spartanburg County School District 5, and Cherokee County School District 1 are seeking qualified firms to provide exterior and interior painting services across various areas of the district, on an as needed basis.

All bidders must submit one (1) original copy of their bid.

Bids will be accepted until FEB. 19th, 2024 at 9:00AM.

At that time, each bid will be open and read aloud.

LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed bids may be mailed or hand-delivered to:

**Spartanburg County School District No. 7
610 Dupre Drive
Spartanburg, SC 29307**

**RFB #2404 Exterior & Interior Painting Services
Attn: Donna Wiggs**

Electronic submissions will not be accepted

**Sealed bid packages must include completed copies of pages 1, 2, 31, 32 and 33.
All requirements found in Section III, Scope of Bid, beginning on page 12, must be included.
A copy of your current professional/business license should be included in your bid package.**

All questions must be addressed to Donna Wiggs at DBWiggs@spart7.org

I. GENERAL PROVISIONS

A. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal/bid or to procure any good or service.

B. The Procurement Code and Regulations of Spartanburg County School District No. 7 will govern and supersede any and all documents, proposals and policies, whether stated or implied. The Procurement Code can be found at Spartanburg7.org/Procurement.

C. 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.

D. Addenda

This solicitation may be amended at any time prior to opening via an addendum. These addendums will be posted on the District website and distributed to any known potential offerors via email. All offerors shall acknowledge receipt of any addenda by 1) signing and returning the addendum with offer, 2) by letter or 3) by submitting a bid that indicates the bidder received the addenda (Page 2 of cover sheet).

The District shall not be legally bound by any amendment or interpretation that is not in writing.

E. Affirmative Action

The Vendor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, immigrant status, English speaking status, and/or physical handicap.

F. Approval of Publicity Release

The Vendor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Vendor agrees not to publish or cite in any form any comments or quotes from District staff. The Vendor 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.

G. Authorization and Acceptance

The proposal must be signed by an authorized individual who may bind the Offeror in accordance with the requirements contained in this RFB. It is understood that your proposal is firm for a period of sixty (60) days from the proposal due date.

H. Clarifications

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

I. Confidentiality

Ownership of all data, material and documentation originated and prepared pursuant to the RFB 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.

J. Certification Regarding Debarment and other Responsibility Matters

By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- Offeror and/or any of its Principals 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 offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or 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 in paragraph of this provision. The offeror also certifies that the Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

K. District Closings

If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which the 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.

L. Vendor Responsibility

The Vendor alone will be held solely responsible to the District for performance of all Vendor obligations under any contract resulting from their proposal.

M. Correction of Errors on the Bid Form

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

N. Insurance

The Vendor shall maintain, throughout the performance of its obligations under the Agreement, 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 Vendor or any of its approved subcontractors or their respective officers, directors, employees or agents.

Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate

limit shall be twice the required occurrence limit. This contract shall be considered to be an “insured contract” as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker’s Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

The District must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the District shall be excess of the Contractor’s insurance and shall not contribute with it.

Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

O. License and Permits

During the term of the contract, the Vendor 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 resulting contract. A copy of your current business/professional license should be included with your proposal documents.

P. Offeror’s Qualifications

The Offeror must, upon request, furnish satisfactory evidence of its ability to furnish services and equipment in accordance with the terms and conditions of this solicitation. The District reserves the right to make the final determination as to the Offeror’s ability to provide the services requested herein. The Offeror is required to complete and return our Business Profile Sheet. No bid or 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.

Q. Bid Constitutes Offer

By submitting a bid, 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 RFB and any other contractual instrument shall be governed by the terms and conditions of this RFB, except where subsequent amendments to any contract resulting from this RFB award are specifically agreed to in writing by the parties to supersede any such provisions of this RFB.

R. Preferences - A Notice To Vendors: On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.

1. Preferences - SC/US End-Product: Section 11-35-1524 provides a preference to vendors offering South Carolina end- products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end- product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, you shall pay to the District an amount equal to twice the difference between the price paid by the District and your evaluated price for the item for which you delivered a substitute.
2. Preferences – Resident Contractor Preference: To qualify for the RCP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).
3. Preferences – Resident Subcontractor Preference: To qualify for this preference, you must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor – at the time you submit your bid -- must

directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the District an amount equal to twice the difference between the price paid by the District and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference.

4. Preferences - Resident Vendor Preference: To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code)

S. Preparation 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.

T. 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.

U. Responsiveness/Improper Offers

Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the

District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

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

V. Subcontracting

The successful Offerors will not be allowed to sub-contract any portion of the work to another firm without obtaining prior permission from the District. If any part of the work covered by this RFB is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District prior to the start of any work. The successful Offeror will also furnish the corporate or company name and the names of the Offerors of any subcontractors engaged by the Offeror.

W. Unlawful Acts

The District interprets a signed proposal document 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 law.

X. Withdrawal of Response

A proposal cannot be withdrawn after it is filed, unless the respondent makes a written request to the Procurement Officer prior to the date and time set for receipt/opening of the solicitation responses. If the District fails to accept the response or award a contract within sixty (60) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

II. TERMS & CONDITIONS

A. Contract Terms

The term of the contract resulting from this solicitation will be for one (1) year with the option to renew for four (4) additional one (1) year periods. The District Superintendent will have the option of renewing for two (2) additional years. A purchase order will be issued by the District as services are needed. The purchase order will represent a contract between the District and the vendor(s).

B. District or School Regulations

The Vendor and his representatives shall follow all applicable regulations while on District property, including the no smoking/vaping, no weapons, no alcohol, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

C. Background Checks

The Vendor and all representatives of the Vendor must have an acceptable background check to enter school property. At a minimum, the Proposer shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Proposer or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be

broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Vendor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the Vendor. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property.

D. Conduct and Actions of Vendor's Employees

The Vendor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on the Project Site or the Owner's property.

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

E. Drug-free Workplace

By signing and submitting a proposal, 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).

F. Ethics Certification

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

G. 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, immigrant status, English speaking status, ancestry or physical handicap.

H. Illegal Immigration

The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer

may not enter into a “services contract” with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act.

I. South Carolina Law

Upon award of a contract under this RFB, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. 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 this state, by submission of this signed proposal, the Offeror agrees to subject itself to the jurisdiction and the process of the courts of the contract and the performance thereof, including any questions as to the liability for taxes, license, or fees levied by the state. All documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

J. Excess Costs

The Vendor 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 Vendor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Governments 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 of both the Vendor and any approved subcontractor(s), and without the fault or negligence of either of them, the Vendor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule.

K. Indemnification

The Vendor 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 to any location in which work is located arising out of or suffered through any act or omission of the Vendor.

L. Responses

All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All Offerors must be able to meet or exceed requirements.

M. Right to Protest

Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue.

Intent to Award - Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall submit an intent to protest within seven business days of the date the award notice is posted and submit the actual protest within fifteen days of the date the award notice is posted. An intent to protest and protest shall be in writing, submitted to the Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

N. Save Harmless

The successful Offeror shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trademark, or copyright. Offeror shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the bidder use of material furnished to the Offeror by the District.

O. Termination

The District may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor fails to deliver supplies or to perform the services within the specified time in this contract or any extensions. Subject to the Provisions below, the contract may be terminated for any reason by the District provided a thirty (30) day advance notice in writing is given to the Vendor.

Termination for Convenience

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

Termination for Cause

Termination by the District for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

III. SCOPE OF SERVICES

Spartanburg County School Districts Seven is seeking to establish a qualified list of vendors to provide exterior and interior painting services, when needed, as needed. Offerors should note that this solicitation is being conducted as a competitive fixed price solicitation. This is to provide the District with multiple sources of supply/service for the specific supplies/services listed. Under this method, awards will be made to all responsive and responsible offerors. **The referenced price on the bid sheet is the maximum price for the services. Bidders must bid at or below the reference price.**

Spartanburg District Two, Spartanburg District Three, Spartanburg District Five, and Cherokee School District have expressed interest in utilizing this contract after award. Spartanburg District Seven assumes no obligation on behalf of any other District and shall be held harmless if either party is damaged due to the District or contractors' negligence of any provision under this agreement. All purchase orders and billing will be transacted between the parties involved with the services that the corresponding purchase orders and billing represent. Vendors awarded contracts as a result of this solicitation are not guaranteed to receive business.

As opportunities become available during the contract term, the District will notify all awarded contractors to attend a site visit to be able to quote the individual project. Quotes must be submitted within **3 business days** following the site visit in order to be considered for the opportunity. Quoted rates submitted must be based on the contractor's awarded contract price.

REQUIREMENTS:

- A. The District will identify projects during the budget cycle and notify the contractors in May for the summer projects in the first year of contract and by early April in subsequent years. Failure for a vendor to receive any business as a result of the contract is not subject to a contract controversy. Vendors or individuals awarded contracts as a result of this solicitation are not guaranteed to receive business from the District.
- B. If there are other unit prices for typical projects not included in the bid you may include on separate sheet.

- C. Contractor must adhere to all State and local license requirements. Award contractors will be required to furnish the District copies of all State and Local Licenses.
- D. A copy of the contractor's Certificate of Insurance must be submitted with bid.
- E. All prices are to be inclusive of all labor, materials, supplies, equipment and travel time. No additional charges will be accepted by the District.
- F. Vendors must be in business for three (3) years and must have an office within a 100-mile radius of the District's Operation Center.
- G. Work must be done in the summer and on demand during the school year with appropriate reasonable notification.
- H. The provider shall notify the District a minimum of 90 calendar days in advance of cancellation of the contract.
- I. The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.
- J. The Contractor's work shall be in conformance with Southern Standard Building Code as modified by State Department of Education, Life Safety Codes NFPA 101, National Electrical Code, OSHA Standards, rules and regulations of the SCDHEC, and other applicable codes and laws as stated in the specifications. All property, materials and services furnished by Contractor must comply with all applicable Federal, State and local laws, ordinances, codes and regulations.
- K. The Work and locations of all painting will be ordered by the District. The District does not guarantee work will be assigned to any Contractor awarded this contract. The District may request an increase or decrease in services at its discretion. Increases or decreases to the Work may be provided by change order, in writing or by telephone by the Director of Operations or his designated representative.
- L. The District may require painting projects be performed after school hours, including during evening hours. The Contractor shall cooperate with reasonable scheduling requirements of the District.
- M. The School District is not a tax-exempt entity. Labor is non-taxable, however, all products, supplies and materials must be listed separately on all invoicing as taxable items. These are taxable at a current rate of 7%. All invoiced cost shall be totaled.
- N. The Contractor shall protect from damage due to his work, methods, procedures and workmen, the District's property including building surfaces, finishes, systems, equipment, furniture, supplies, and other components. The Contractor shall remove all paint drips, spray or spray mist, spots and smears from unauthorized surfaces, including but not limited to windows, fixtures, trim, walls, and floors. The Contractor shall immediately report damage and to the Maintenance & Operations Director, and repair or cause to be repaired damage to District property.
- O. The Contractor shall take all necessary precautions for the safety of the District's students, employees, Contractor's employees and the general public. Contractor shall erect and properly maintain at all times all necessary safeguards for the protection of the workmen, students, employees and public, including safety barricades, fences, temporary walks, and signals in compliance with legal requirements, police regulations, and/or as requested by Spartanburg School District 7, at no additional cost. The Contractor shall post signs warning against hazards and advising of "Wet Paint" in and around newly painted Work sites.
- P. The Contractor shall use products and materials in the work which are new and of first quality. The Contractor shall assume full responsibility for protection, storage, safety, damage and loss to stored materials. Contractor is responsible for disposal of all materials.
- Q. The Contractor will not be allowed to sub-contract any portion of the work to another firm without obtaining prior permission from the District. If any part of the work covered by this IFB is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District prior to the start of any work. The successful Offeror will also furnish the corporate or company name and the names of the Offerors of any subcontractors engaged by the Offeror.
- R. The Bidding Schedule must be fully completed to be considered a responsive bid.

- S. The Painting Specifications are listed below and must be adhered to in their entirety. Any exceptions or changes must be approved in writing on job-by-job basis in advance by the District's Director of Operations and Maintenance.
- T. Paint and paint systems specified herein are by The Sherwin Williams Company and are intended to establish expected quality, performance and type paint and are not intended to limit competition. Written approval must be obtained from the District for any substitution for the bid to be considered responsive. Written substitution request must be received by the District by **8:00am January 31st, 2024**. Products submitted for review must meet or exceed the published performance criteria of the specified product. Prepare supporting data in side-by-side tabular form based upon a minimum of the items listed in Section 1.7 1 & 2a - 2m. Requests/submittals without those properties and in requested side-by-side format will not be reviewed.

PAINING SPECIFICATIONS:

It is the District's intention to use our architect's current paint specification (which we use with their permission) as the basis for this bid. For bidding purposes this should be strictly adhered to. In the actual jobs awarded to contractors under this bid, any proposed deviations would need the Director of Operation's prior written approval.

PART 1 - GENERAL

A. Related Documents

Not specified at this time other than what is necessary under this bid. This solicitation will be the District's contract with the contractor along with the District Purchase Order.

B. Summary

1. This Section includes surface preparation, painting, and finishing of exposed interior and exterior items and surfaces
 - a) Surface preparation, priming, and finish coats specified in this Section are in addition to shop-priming and surface treatment specified under other Sections.
 - b) Providing and paying for all required personnel air monitoring according to OSHA Standard 29 CFR 1926.62, relative to lead-based paints.
2. Paint exposed surfaces whether or not colors are designated in schedules, except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Owner will select from standard colors or finishes available.
 - a) Painting includes field-painting exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.
3. Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels.
 - a) Prefinished items not to be painted include the following factory-finished components:
 - Acoustic materials.
 - Architectural woodwork and casework.
 - Finished mechanical and electrical equipment.
 - Light fixtures.
 - Switchgear.
 - Distribution cabinets.
 - b) Concealed surfaces not to be painted include wall or ceiling surfaces in the following generally inaccessible areas:

- Foundation spaces.
 - Furred areas.
 - Utility tunnels.
 - Pipe spaces.
 - Duct shafts.
- c) Finished metal surfaces not to be painted include:
- Anodized aluminum.
 - Stainless steel.
 - Chromium plate.
 - Copper.
 - Bronze.
 - Brass.
- d) Operating parts not to be painted include moving parts of operating equipment, such as the following:
- Valve and damper operators.
 - Linkages.
 - Sensing devices.
 - Motor and fan shafts.
- e) Labels: Do not paint over Underwriters Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- 4 Related Sections: The following Sections contain requirements that relate to this Section:
- a. Division 05 Section "Structural Steel Framing" for shop-priming structural steel.
 - b. Division 08 Section "Hollow Metal Doors and Frames" for shop-priming steel doors and frames.
 - c. Division 09 Section "Wall Coverings" for substrate sealer under wall coverings.
 - d. Divisions 23 and 26 for painting mechanical and electrical work are specified in Divisions 23 and 26, respectively.

C. Submittals and Samples

All samples and submittals will be requested and required as deemed necessary by the District and are NOT required with bid submission. Substitution requests will adhere to Requirement "G" on page 17.

- a. General: Submit items below when requested by the District.
- b. Product data for each paint system specified, including block fillers and primers.
 - a. Provide the manufacturer's technical information including label analysis and instructions for handling, storage, and application of each material proposed for use.
 - b. List each material and cross-reference the specific coating, finish system, and application. Identify each material by the manufacturer's catalog number and general classification.
- c. Samples for initial color, gloss, and texture selection in the form of manufacturer's color charts. After color selection, the Contractor will furnish color chips for surfaces to be coated to the Director of Operations.
- d. Samples for Verification Purposes: Provide samples of each color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate.
 - a. Provide stepped samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved. Approved samples will be used as a standard to judge, accept, or reject color, gloss, texture, and other attributes of the applied paints. The Owner will have final judgment of aesthetics of applied paints.
 - b. Provide a list of material and application for each coat of each sample. Label each sample as to location and application.
 - c. Submit samples on the following substrates for the Owner's review of color and texture only:

- Concrete Masonry: Provide two 4 x 8-inch samples of masonry, with mortar joint in the center, for each finish and color.
 - Painted Wood: Provide two 12-inch square samples of each color and material on hardboard.
 - Stained or Natural Wood: Provide two 4 x 8-inch samples of natural and stained wood finish on actual wood surfaces.
 - Ferrous Metal: Provide two 4-inch-long samples of each color and finish.
- e. Paint Schedule: After all painting has been completed and accepted by the Owner, the painting contractor shall prepare and submit to the Owner an as-painted painting schedule. This schedule shall be dated, in tabular form, and shall list the following information by room name/number:
- a. Room Name
 - b. Room Number
 - c. Paint Manufacture
 - d. Product Name
 - e. Product Color
 - f. Product Number
- f. Certifications: Submit a copy of the following certifications to the Owner.
- For each applicator, their current lead certification, in conformance with OSHA Standard 29CFR1926.62, showing date, place, and type of certification. Lead paint certifications for each applicator shall be maintained throughout the painting contract.
- Lead physicals for each applicator in conformance with OSHA Standard 29CFR1926.62. Lead physicals for each applicator shall be maintained throughout the painting contract.

D. Quality Assurance

- a. Manufacturer Qualifications: Manufacturer shall meet all of the following requirements:
 - a. Have products and paint systems listed with the Master Painters Institute (MPI) at the time of invitation or advertisement for this bid.
 - b. Be able to provide published complete product performance data sheets for the specified products. These sheets shall be available at the time of invitation or advertisement for this bid.
 - c. Have the production volume capacity to develop, produce and deliver the volume of paint and coatings required for this project within the required lead times to meet delivery dates without delaying the project.
 - d. Be actively engaged in researching and developing its own paint and coating formulations.
 - e. Specialize in manufacturing paint and protective coatings of the type specified for this bid.
 - f. Employ a fully trained and experienced technical staff capable of providing necessary field support to investigate problems and failures regarding surface preparation, application, and performance of supplied paints and coatings. As a minimum, technical staff shall have their own diagnostic equipment including dry film thickness gauges, adhesion gauges, and gloss meters.
- b. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to those indicated for the Project that have resulted in a construction record of successful in-service performance.
- c. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- d. Benchmark Samples (Mockups): Provide a full-coat benchmark finish, including painting and staining, sample of each type of coating, staining and natural finish and substrate required on the Project. Comply with procedures specified in PDCA P5. Duplicate finish of approved prepared samples. The Owner will select one room or surface to represent surfaces and conditions for each type of coating and substrate to be painted or finished with a stain or natural finish. Wall Surfaces: Provide samples on at least 100 sq ft of wall surface. Small Areas and Items: The Owner will designate an item or area as required. After permanent lighting and other environmental services have been activated, apply coatings in this room or to each surface according to the Schedule or as specified. Provide required sheen, color, and texture on each surface. After finishes are accepted, the Owner will use the room or surface to evaluate coating systems of a

similar nature. Final approval of colors, stains, finishes and overall aesthetics will be determined by the Owner.

E. Delivery, Storage, and Handling

- a. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
 - a. Product name or title of material.
 - b. Product description (generic classification or binder type).
 - c. Manufacturer's stock number and date of manufacture.
 - d. Contents by volume, for pigment and vehicle constituents.
 - e. Thinning instructions.
 - f. Application instructions.
 - g. Color name and number.
- b. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 - a. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

F. Job Conditions

- a. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg F and 90 deg F.
- b. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F and 95 deg F.
- c. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 90 percent; or at temperatures less than 5 F deg above the dew point and falling; or to damp or wet surfaces.
- d. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.
- e. Paint that is applied under conditions other than these stated conditions will be removed, surfaces prepared, and new paint applied under acceptable conditions at no additional cost.

G. Substitutions Procedures

1. When submitting a substitute for specified paints, submit Performance Characteristics based on same tests and units of measure as listed in published data for specified products. Drying times shall be measured at same temperature and relative humidity and gloss units measured at the same angle as those listed in the manufacturer's published literature of the specified products. If manufacture's published literature for substitute products states conditions that differ from those for the specified materials, submit certified calculations that convert advertised conditions to meet the conditions of the specified product. Submittals not meeting this requirement and not showing comparison in a side-by-side tabular form will not be reviewed.
2. Where substitutes are being submitted for review, as a minimum the following listed properties of the substitute product shall meet or exceed the same published properties of the specified product. Submittals without these properties will not be reviewed:
 - a. Generically the same
 - b. Solids volume
 - c. Solids weight
 - d. Recommended spread rate
 - e. Recommended dry film thickness
 - f. Drying times measured under the same conditions as those specified

- g. Sheen/Gloss measured at the same angle as those specified
- h. VOC properties
- i. Abrasion resistance measured by the same testing standard and using the same units of measure.
- j. Hardness
- k. Chemical resistance
- l. Weather/UV resistance
- m. Pot life

PART 2 - PRODUCTS

A. Manufacturers

Paint systems and manufacturers listed in the paint schedule are by The Sherwin-Williams Company.

B. Paint Materials, General

1. **Material Compatibility:** Provide block fillers, primers, finish coat materials, and related materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.
2. **Material Quality:** Provide the manufacturer's best-quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
 - a) **Proprietary Names:** Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish the manufacturer's material data and certificates of performance for proposed substitutions.
3. **Colors:** Provide for selections made by Owner from manufacturer's full range of standard and custom styles, colors, textures, and patterns.
4. **Lead-Based Paint Barrier:** Where existing lead-based paint is to be top-coated (encapsulated) with a new finish paint, lead barrier paints, that contact the existing lead-based paints and act as an intermediate coat between the lead-based paint and the finish coat, shall be as recommended by the paint manufacturer. This barrier paint shall be acceptable to EPA, OSHA, and local governing officials for the intended purpose. Notify the Owner where specified paints are not suitable for lead-based paint top-coatings (encapsulation).
5. **Gloss:** The following gloss levels, as established by the Master Painter Institute (MPI) shall apply to all references to gloss/sheen/luster.

MPI Gloss Level	Common Description	Gloss Units at 60 Deg.	Gloss Units at 20 Deg.	Gloss Units at 85 Deg.
1	Flat	0 to 5 units	-----	0 to 15
2	Velvet or Matte	5 to 10 units	-----	Not listed
3	Eggshell	10 to 25 units	-----	5 to 25 units
4	Satin	20 to 35 units	-----	10 to 40 units
5	Semi-Gloss	35 to 70 units	5 to 45 units	-----
6	Gloss	70 to 85 units	20 to 90 units	-----
7	High Gloss	Over 85 units	Not listed	-----

Unless specified otherwise, the following room locations shall receive the listed gloss levels.

Location	MPI Gloss No.	Description
Classrooms/Meeting Rooms	3	Eggshell
Halls	3	Eggshell
Restrooms	4	Satin
Offices	3	Eggshell
Food Preparation	4	Satin
Cafeteria	4	Satin
Multi-Purpose	3	Eggshell
Gymnasium	3	Eggshell
Auditorium	3	Eggshell
Stairway	3	Eggshell
Janitor Closet	4	Satin
Maintenance/Electrical/Storage	3	Eggshell
Wood Trim	5	Semi-gloss
Hollow Metal Doors and Frames	5	Semi-gloss

C. Cleaning and Chemical Paint Removal Materials

1. To remove stains, spots, mold, and mildew, use Extra Muscle Pre-Paint Cleaner by Great Lakes Laboratories or as required by the paint manufacturer.
2. Chemical Paint Removal: Peel-Away 7 by Dumond or a reviewed substitute that meets the following requirements:
 - a) Suitable for interior and exterior substrates.
 - b) Removes epoxies, urethanes, acrylics, chlorinated rubber, mastics, automotive and marine finishes.
 - c) Removes multiple coats.
 - d) Contains no methylene chloride or caustic or flammable chemicals.
 - e) Does not require surface neutralization.
3. Safety Solvent Degreaser: Z99 Safety Solvent Degreaser by Zircon or a reviewed substitute

PART 3 – EXECUTION

A. Examination

1. Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint must be thoroughly dry before paint is applied.
 - a. Do not begin to apply paint until unsatisfactory conditions have been corrected.
 - b. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
2. Moisture Testing. Test all interior and exterior wood surfaces and to be painted with pinless moisture meter to ensure moisture level complies with manufacturer's requirements. If manufacturer does not have requirements, then 15 to 16 percent maximum for exterior wood and 8 percent maximum for interior wood. No painting will be permitted if moisture content exceeds the recommended content. Record the following minimum information and submit to the Owner:
 - a. Name of person making measurements
 - b. Date and time of measurement
 - c. Manufacturer and model no. of meter being used.
 - d. Weather conditions at time of measurements (temperature in deg. F., relative humidity in %, and dew point in deg. F.
 - e. Location on structure of each reading. For reference, make measurements at a protected area known to be dry to establish a base line. As a minimum, make measurements at the following locations on each

side of the structure at the roof line and the grade line.

- Trim
 - Sills and Jambs (window and door)
 - Doors
 - Windows frames
 - Weather boards
 - Where wood is in contact with masonry, concrete, or stone, check moisture content of these materials on the meter's relative scale.
- f. Record moisture levels in percent for each reading.
3. Cementitious Materials:
- a. Masonry: Test all masonry surfaces that were exposed to moisture and are to be painted for moisture to ensure moisture level complies with manufacturer's requirements. Test with a pinless moisture meter calibrated for masonry. Moisture shall be within the limits of the paint manufacturer. If none specified, 12 percent or less.
 - b. Concrete: Test all concrete surfaces to be painted or coated for moisture to ensure moisture level complies with manufacturer's requirements. Test with a pinless moisture meter specifically designed for and calibrated for concrete. Moisture shall be within the limits of the paint manufacturer. If none specified, 8 percent or less.
4. Dry Wall:
- a. Test all dry wall to be painted for moisture content levels that are acceptable to the paint manufacturer and the dry wall manufacturer. If acceptable levels are not available, then perform moisture tests in accordance with ASTM D4263 –Test Method For Indicating Moisture In Concrete By the Plastic Sheet Method. Although this method was developed for determining moisture presence in concrete, it is also suitable for dry wall work. If there is any presence of moisture on the back of the plastic sheet after the prescribed time, the dry wall is too damp to paint. Retest in the same location after the dry wall has been allowed to dry. Continue testing for moisture until there is no trace of moisture. Submit reports showing locations where tests were conducted.
 - b. Typical moisture meters are not calibrated to display the actual percent moisture in drywall. If a moisture meter must be used, take the average of several moisture measurements on drywall that is known to be dry. That average will establish a base line or reference point for comparing readings on questionable drywall. Measure the questionable drywall and compare that reading with the base line measurement. The readings should not be more than 10 reference points higher than the established base line.
5. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers. Notify the Owner about anticipated problems using the materials specified over substrates primed by others.

B. Preparation

1. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
2. Overhead Spraying
 - a. In areas where overhead structure is to be sprayed, spray the overhead first starting with the highest

- point and working down.
- b. If possible spray the overhead before the walls and floors have been finished.
 - c. Protect all areas from overspray and fallout.
3. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
4. Surface Preparation: Clean and prepare surfaces to be painted according to the manufacturer's instructions for each particular substrate condition and as specified.
- a. Provide barrier coats over incompatible primers or remove and reprime. Notify Owner in writing about anticipated problems using the specified finish-coat material with substrates primed by others.
 - b. Cementitious Materials: Prepare concrete, concrete masonry block, and brick surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen, as required, to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 - Ensure materials have cured a minimum of 28 days.
 - Use abrasive blast-cleaning methods if recommended by the paint manufacturer.
 - Fill and smooth all depressions, spalls, cracks, fissures, etc. with repair materials compatible with the substrate and finish paint, according to manufacturer's instructions. All prepared and repaired surfaces shall have a smooth and uniform finish when painted.
 - Moisture: Determine moisture content of surfaces by performing appropriate tests. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's printed directions. Submit test results along with locations where measurements were made to the Owner.
 - Alkalinity: Determine alkalinity content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Ensure that pH is 10 or lower. Submit test results along with locations where measurements were made to the Architect.
 - Brick: In addition to above, perform the following:
 - i. Confirm with paint manufacturer that paint to be used is suitable for clay composition and glaze of the brick.
 - ii. Knock down glaze as recommended by the paint manufacturer.
 - iii. For previously painted brick, brush blast surfaces to achieve a surface profile acceptable to the paint manufacturer.
 - iv. Ensure that brick surfaces are primed with alkali resistant primer prior to applying finish paint.
 - v. Do not apply primers or paints until a technical representative of the paint manufacturer has accepted the prepared surfaces.
 - c. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - Prime, stain, or seal wood to be painted immediately upon delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
 - When transparent finish is required, backprime with spar varnish.
 - Backprime paneling on interior partitions where masonry or other wet wall construction occurs on backside.

- Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately upon delivery.
 - Do not use steel wool to sand or smooth wood.
 - Check all wood surfaces for blue stain. Remove blue stain carefully with oxalic acid or Ply Brite.
 - Where substrate bleeds through occurs, apply as many coats of stain block as necessary to stop the bleed through. Use blocker that is recommended by the finish coat manufacturer.
- d. Ferrous Metals:
- Prepare only those surfaces that can be safely primed that same day while allowing for manufacturer's recommended curing time. Do not allow prepared surfaces to remain unprimed longer than 8 hours or overnight. Prepared surfaces that are allowed to remain unprimed longer than 8 hours or overnight shall be prepared again as specified even if there are no traces of rust bloom or dirt.
 - Remove loose dirt from damaged areas with a soft brush or with clean, non-linting rags.
 - Solvent-clean to remove grease, grime, residue, and surface contamination from damaged areas according to SSPC-SP1 – Solvent Cleaning.
 - Allow all surfaces solvent cleaned to thoroughly dry.
 - Remove loose primer and paint back to sound paint according to SSPC 3 – Power Tool Cleaning. Use SSPC 2 - Hand Tool Cleaning for areas not accessible to power tool cleaning. Remove all traces of visible mill scale, flux, and weld spatter.
 - Where existing primer is glazed or shiny, knock down glaze or gloss to establish and anchor pattern for new primer.
 - Where existing primer appears to be thin as evidenced by shadows or variegated appearance, check thickness of primer with a magnetic thickness tester such as a Positester. If dry film thickness of primer is less than 2 mils, perform steps b, c, d, e, and f of this procedure, and prime as specified.
 - When performing surface preparation, feather all exposed edges of existing primer to zero.
- e. Galvanized Surfaces:
- Remove soil, cement spatter, weld flux and spatter, and other surface dirt with a stiff brush, scraper, power grinder (for weld flux and spatter), or other suitable means.
 - Remove oil or grease by wiping or scrubbing the surface with rags or brushes wetted with suitable solvent such as mineral spirits according to SSPC-SP1-Solvent Cleaning. Perform final wiping with clean solvent and clean rags or brushes. Suitable solvents are mineral spirits, turpentine, or high-flash naphtha. If high-flash naphtha is selected, it shall be used only outdoors or in an extremely well-ventilated area. Only when conditions prevent the use of flammable or toxic solvents such as MEK, mineral spirits, etc. for cleaning, then use safety solvents such as OF 482 by Hexcel Chemical Products, 205 N. Main Street, Lodi NJ 07664; phone 201 / 472-6800. Consult with Hexcel for specific products applications.
 - Should residual oils be difficult to remove, use an alkaline detergent such as trisodium phosphate (TSP). After cleaning, wash these surfaces thoroughly with water to remove the alkaline residue. Use water or water under pressure, preferably both. Follow manufacturer's instructions closely.
 - Some materials may not be easily removed by the above solvents and detergents. If this is the case, use stronger solvents such as methyl ethyl ketone (MEK) or acetone. Use aromatic and chlorinated hydrocarbons and ketones only when there is adequate supervision to assure safe working conditions.
 - Allow surfaces to dry completely then apply a vinyl wash primer to a minimum dry film thickness of 0.5 mil but not exceed 1.0 mil. Topcoat wash primer within 8 hours or as directed by coating manufacturer.

- Repair galvanized surfaces with galvanizing repair paint.
 - Test for Passivation Treatment: Prior to painting or applying any type of treatment, prep, repair material, or coating, test all galvanized steel for passivation treatment as follows:
 - i. Remove all oils and contamination as previously described.
 - ii. Thoroughly sand a small area of the galvanizing with 80-150 grit sandpaper.
 - iii. Saturate a small cotton swab with a 2 % solution of copper sulfate (Available at most drug stores) and dab both the sanded area and an unsanded area of the galvanized steel.
 - iv. If both the sanded and unsanded areas turn black at approximately the same time (within approximately 10 seconds), the galvanizing was not treated with a passivator.
 - v. If only the unsanded area does not turn black or turns black slower than the sanded area, the galvanized steel was treated with a passivator.
 - vi. If neither sanded or unsanded areas turn black, then the metal is not galvanized.
 - vii. If test indicates the metal is galvanized steel that has been treated with a passivator, then prepare the surfaces as recommended by the paint manufacturer.
- f. Previously Painted Surfaces:
- Remove grease, oil and dirt according to SSPC-SP-1 solvent cleaning.
 - Only when conditions prevent the use of flammable or toxic solvents such as MEK, mineral spirits, etc. for cleaning, then use safety solvents such as F0482 by Hexcel Chemical Products, 205 N. Main Street, Lodi, NJ 07644: phone 201 / 472-6800. Consult with Hexcel for specific products applications.
 - Remove dust, grime, loose dirt, etc. with soft brush and vacuum. Remove all loose paint back to sound paint and knock down all gloss. Ensure that surfaces are sufficiently abraded and roughened to provide a sound anchoring base for new paint.
 - Where rusting conditions exist on ferrous surfaces, remove rust according to SSPC- SP2-Hand Tool Cleaning or SSPC-SP3-Power Tool Cleaning. Touch up with one coat of coating recommended by finish coating manufacturer to a dry film thickness recommended by finish coat manufacturer.
 - Where knots in wood are exposed or have damaged or discolored the finish, scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer and finish. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - Where paint is missing, damaged, dented, or concrete, concrete block, wood, and gypsum wallboard, are exposed, remove surface contamination, feather all edges to zero, sand surfaces smooth, and prime surfaces with primer recommended by finish coating manufacturer. Primer shall be compatible with the existing and new finish.
 - Where substrate bleeds through occurs, apply as many coats of stain block as necessary to stop the bleed through. Use blocker that is recommended by the finish coat manufacturer.
 - Where paint is loose or is not otherwise fully and tightly adhered to the substrate or to undercoats, remove all paint back to sound paint and down to the substrate and then feather all edges to zero. If 40 percent or more of the paint on a given substrate (wall, floor, ceiling, door, column, etc.) is loose or damaged or is otherwise unsound, remove all of the paint down to the substrate. If 25 percent or more of paint on given substrate is loose or is not otherwise fully and tightly adhered to the substrate or to undercoats, the technical representative of the paint manufacturer shall approve surface preparation prior to beginning painting.
 - Test small area of previously painted finish with new finish paint in the presence of the Owner. Apply finish paint to specified thickness. Do not continue coating this previously painted surface until test area has been reviewed by the Owner. Continue test for manufacturer's recommended published "length of time before recoating". If the previously painted surface blisters, wrinkles, dissolves, delaminates, or shows other signs of incompatibility, the

previously painted surface and new finish are not compatible. Where previously painted surface is not compatible with finish coat, apply a proper barrier coat to prime coat. Allow manufacturer's suggested drying time between succeeding coat and check film of previous coat with fingernail to be certain it is cured. Notify the Owner before applying succeeding coat so that previous coat may be inspected, if necessary, and credited as an applied coat. Failure to do so shall result in recoating at no expense to the Owner.

- Where surrounding paint has been removed to expose substrate and the edges of removed paint have feathered to zero, touch up exposed substrate with proper and recommended primer. After touch-up has properly cured, apply a complete prime coat over entire surface to be painted including the touched up surfaces.
- Lead-based paints:
 - i. Applicators involved in the disturbance of lead-based paint must comply with OSHA 29 CFR 1926.62. OSHA requires that the employees involved in the contact of lead-based paint must be trained, must have medical examinations (if the action level is exceeded during work activities involving the disturbance of lead-based paint), and must have an exposure assessment performed. If the employee is exposed to levels over the Permissible Exposure Limit (PEL), other work engineering and personnel protective equipment requirements of OSHA must be followed in accordance with 29 CFR 1926.62. Perform required personnel air monitoring to establish employee exposure assessments in accordance with OSHA 29 CFR 1926.62 when working with lead-based paints. Send copy of the air monitoring reports to the Owner. Prior to the disturbance of lead-based painted surfaces, place a layer of six mil polyethylene sheeting on the floor beneath the work area. The intent of work-related activities involving the disturbance of lead-based paint is to minimize large accumulations of lead. Clean up floors and other surfaces contaminated with lead-based paint dust/chips by vacuuming and/or wet wipe methods to minimize the likelihood of lead becoming airborne. The vacuum shall be equipped with HEPA filters. Compressed air shall not be used to remove lead from any surface unless the compressed air is used in conjunction with a ventilation system designed to capture the airborne dust created by the compressed air.
 - ii. All construction debris having painted surfaces exceeding 0.06% lead must be disposed of in a municipal solid waste landfill (lined landfill) according to SCDHEC Division of Solid and Waste Planning and Recycling pertaining to waste disposal requirements. Hazardous waste shipments shall be accompanied by a Uniform Hazardous Waste Manifest that shall be properly completed and copies returned to the Architect before the Contractor receives final payment.
 - iii. Upon completion of all work activities involving the disturbance of lead-based painted surfaces including the exterior of the building, the Environmental Consultant will conduct a final visual inspection of the areas. Provided the areas are visibly clean, clearance testing shall be performed. The clearance test will include the collection of wipe samples from the interior areas of the building. These results will be compared to current regulatory requirements as outlined EPA 40 CFR Part 745. Should the clearance samples fail to meet the regulatory requirements outlined in EPA 40 CFR Part 745, the contractor will be required to perform additional cleaning, and a second clearance test will be performed at the Contractor's expense for all professional and laboratory fees.
 - iv. Crossroads Environmental has been designated as the Environmental Consultant and will review all OSHA documentation (training documentation and medical examination data for exposure to lead-based paint), conduct periodic site visits, and review all employee exposure assessment/personnel air monitoring data.

g. Dry Wall

- Inspect dry wall in the presence of the General Contractor, drywall contractor and Owner to evaluate condition of drywall for painting. Ensure that all defects in drywall are corrected prior to primer application.
 - Brush or wipe down drywall surfaces with a damp (not wet) mop to remove all loose dust.
 - Evaluate drywall surfaces after primer has cured. Primer will highlight imperfections that must be corrected prior to application of topcoats.
5. Materials Preparation: Carefully mix and prepare paint materials according to manufacturer's directions.
 - a. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 - b. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
 - c. Use only thinners approved by the paint manufacturer and only within recommended limits.
 - d. Do not store shellac in iron containers.
 6. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat but provide sufficient differences in shade of undercoats to distinguish each separate coat. Should there be a disagreement in the number of coats applied and the individual coats were not tinted so as to be distinguished, then the painting contractor shall apply, at no additional cost, the additional number of coats that when added to the number of coats already applied by the painting contractor and that can be positively distinguished, will equal the number of specified coats.

C. Application

1. General: Apply paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
 - a. Use only primer color that is recommended on the back of the paint manufacturer's finish color chip to achieve the required color. Where the finish color, sheen, or texture is not as represented in the approved color sample and the recommended primer was not used, apply required additional coats to achieve acceptable results. These additional coats will be applied at no increase in contract sum or time.
2. Do not paint over defective undercoat, dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - a. Paint colors, surface treatments, and finishes are indicated in the schedules.
 - b. Provide finish coats that are compatible with primers used.
 - c. The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce a smooth even surface according to the manufacturer's directions.
 - d. Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, texture, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces. The additional coats shall be applied at no additional cost to the Owner.
 - e. The term exposed surfaces include areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, and similar components are in place. Extend

- coatings in these areas, as required, to maintain the system integrity and provide desired protection.
- f. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - g. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, nonspecular black paint.
 - h. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 - i. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
 - j. Finish exterior doors on tops, bottoms, and side edges same as exterior faces.
 - k. Sand lightly between each succeeding enamel or varnish coat.
 - l. Omit primer on metal surfaces that have been shop-primed and touch-up painted.
3. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 - a. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
 4. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to the manufacturer's directions.
 - a. Brushes: Use brushes best suited for the material applied.
 - b. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
 - c. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
 5. Minimum Coating Thickness: Apply materials no thinner than the manufacturer's recommended spreading rate and dry film thickness for each coat. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
 6. Block Fillers: Apply block fillers to concrete masonry at a rate and as many coats as required to fill, seal, and smooth, and to ensure complete coverage with pores filled so that finish produces a smooth and cleanable surface.
 7. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
 - a. Back Priming: Back prime, including all edges and concealed surfaces, of all lumber, ferrous and galvanized metal prior to installation. Apply primer to the same specifications as for the exposed surfaces. Installed items not back-primed shall be removed, properly primed, and reinstalled at the Contractor's expense. Damaged materials shall be replaced. This provision applies to both interior and exterior installations. Coordinate with all carpentry and steel specifications for materials to be painted.
 8. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
 - a. Provide satin finish for final coats.

9. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.

D. Field Quality Control

1. Each applicator shall have a clean accurate wet film gauge. During application of each coat of paint, including primers, each applicator shall make regular measurements of the applied paint using a clean wet film gauge. The gauge shall be wiped clean after each measurement.
 - The project painting supervisor shall complete a Project Paint Record form similar to the form at the end of this specification. The forms shall be completed at the end of each day and submitted to the Owner weekly.
 - Date: The date measurements were taken
 - Location: Room or area where measurements were made.
 - Surface: Wood, drywall, steel doors, structural steel, etc.
 - Applied WFT Per Coat: show the specified wet film thickness (WFT) and the actual measured wet film thickness of each coat. Show the min-max range such as 4-6 mils. If a coat is not applicable (primer is shop-applied), no entry is required.
2. If the Owner determines that the substrate or undercoats are visible through the finish, or the finish appearance is shaded, or texture is uneven, then additional coats shall be applied, at no additional cost to the Owner, to provide an acceptable finish.
3. If the Owner suspects that substrates were not properly prepared or improper primer/finishes were used, or that coatings were not applied to the recommend or specified rate or thickness, the Owner reserves the right to engage the testing and evaluation services of the either their Architect or an independent testing agency or both. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:
 - a. The Owner will engage the services of an independent testing agency to sample the paint material being used. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.
 - b. The testing agency will perform appropriate tests for the following characteristics as required by the Owner:
 - Quantitative materials analysis.
 - Abrasion resistance.
 - Apparent reflectivity including color and shading of undercoats.
 - Flexibility.
 - Washability.
 - Absorption.
 - Accelerated weathering.
 - Dry opacity.
 - Accelerated yellowness.
 - Recoating.
 - Skinning.
 - Color retention.
 - Alkali and mildew resistance.
 - c. If test results show that material being used does not comply with specified requirements, that substrate was not properly prepared, the specified or recommended number of coats were not applied, or the thickness of each coat is not as specified or recommended, then the Contractor may be directed to stop painting, remove noncomplying paint, pay for testing, repaint surfaces coated with rejected paint,

and remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are incompatible.

E. Cleaning

1. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
 - a. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

F. Protection

1. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
2. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 - a. At completion of construction activities of other trades, touch up and restore damage of defaced painted surface.

G. Exterior Paint Schedule

1. General: Review the specified painting systems and notify the Owner of any conflict between these systems and the painting manufacturer's recommendations. Where film thickness and spread rate are not listed, apply paints at manufacturer's published thickness and rate for specified paint.
2. Ferrous Metals
High Performance Acrylic, Semi-Gloss
Sherwin Williams
Primer: 1 coat Procryl Universal Primer B66W310 at 2-4 mils DFT per coat
Finisher: 2 coats Sher-Cryl HPA B66-350 at 3 mils DFT per coat
3. Galvanized Steel: High Performance Acrylic, Semi-Gloss
Sherwin Williams
2 coats Sher-Cryl HPA B66-350 at 3 mil DFT per coat
4. Masonry
High Performance Acrylic Semi-Gloss
Sherwin Williams
Primer: 1 coat Heavy Duty Alkali Resistant Block Filler to fill and seal
Finish: 2 coats Sher-Cryl HPA B66-350 at 3 mils DFT per coat

H. Interior Paint Schedule

1. General: Refer to the finish schedule for the type of required paint for a specific surface and select the applicable paint system from those specified. Where film thickness and spread rate are not listed, apply paints at manufacturer's published thickness and rate for specified paint. Review the specified painting systems and notify the Owner of any conflicts between these systems and the painting manufacturer's recommendations.
2. Concrete Masonry

Water Base Polyamide Epoxy Semi-Gloss

Sherwin Williams

Filler: 1 coat Bloxfil 4000 Heavy Acrylic Duty Block Filler to fill and seal

Finish: 2 coats Pre-Catalyzed Water Base Epoxy at 7 mil WFT per coat

3. Gypsum Drywall

Acrylic Eggshell Polyamide Epoxy Semi-Gloss

Sherwin Williams

Primer: 1 coat Prep-Rite Wall and Woodwork 100% Acrylic Interior Sealer 1020-1200 at 450 sq. ft./gal each coat

Finish: 2 coats Ultra-Hide Interior Latex Low Sheen Eggshell Wall and Trim Enamel 1410 as recommended by the manufacturer.

4. Gypsum Drywall (Walls)

Water Base Polyamide Epoxy Semi-Gloss: 2 finish coats over sealer

Sherwin Williams

Prime: 1 coat Prep-Rite Multipurpose Interior/Exterior Primer/Sealer 350-400 sq. ft./gal per coat WFT

Finish: 2 coats Pre-Catalyzed Water Base Epoxy at 7 mils WFT per coat

5. Gypsum Drywall (Ceilings)

Sherwin Williams

Primer: 1 coat Prep-Rite Multipurpose Interior/Exterior Primer/Sealer 350-400 sq. ft./gal per coat WFT

Finish: 2 coats DTM Acrylic Semigloss at 250-300 sq. ft./gal each coat

6. Wood Semi-Gloss Enamel Finish: 2 coats over primer

Sherwin Williams

Primer: 1 coat Wall and Wood B49W2 at 4 mils WFT per coat

Finish: 2 coats Promar 200 Semi-Gloss B34W251 at 4 mils per coat WFT

7. Ferrous Metals

High Performance Acrylic, Semi-Gloss

Sherwin Williams

Primer: 1 coat DTM Primer/Finish at 3 mils DFT per coat

Finish: 2 coats DTM Acrylic Semigloss at 3 mils DFT per coat

8. Galvanized Steel

High Performance Acrylic, Semi-Gloss

Sherwin Williams

Primer: 1 coat DTM Primer/Finish at 3 mils DFT per coat

Finish: 2 coats DTM Acrylic Semigloss at 3 mils DFT per coat

9. Overhead Structural Steel and Galvanized Steel Roof Deck

Modified Epoxy Dry-Fog: 2 coats over primed and galvanized steel

Sherwin Williams

Primer: 1 coat Procryl Universal Primer B66W310 at 2-4 mils DFT per coat

Finish: 2 coats Dry-Fall B42W82 at 2 mils DFT per coat

I. Pavement Marking

1. Pavement-Marking Paint:

Sherwin Williams

HOTLINE Fast Drying Latex Traffic Marking Paint or approved equal (please submit product information sheet for approval) for colors below.

Color: Yellow

Color: White

2. Pavement-Marking Paint:

Sherwin Williams

SETFAST Premium Alkyd Zone Marking Paint or approved equal (please submit product information sheet for approval) for colors below.

Color: Blue

Color: Red

IV. AWARD CRITERIA

As a fixed price bid, award will be made to all responsive and responsible offerors. Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the District's original fixed price bid as authorized by the solicitation. Following the initial awards, contractors that wish to be considered must notify the Procurement Department and submit their offer approximately 60 days prior to the annual renewal date. All responsive and responsible Offerors will be added to the contract on the renewal date.

INITIAL CONTRACT PERIOD (PROJECTED): March 15th, 2024 – March 14th, 2024, with four one-year renewals available. Extensions may be less than, but will not exceed four (4) additional one (1) year periods. The District, however, may extend the contract for up to two (2) additional years with the Superintendent's written approval.

NEGOTIATIONS/AMENDMENTS: The Procurement Officer may elect to make an award without conducting negotiations. However, he/she may elect to negotiate the pricing or the general scope of work starting with the low bidder or the highest ranked offeror or subsequently ranked offerors as long as the solicitation is not materially changed. Additionally, it is recognized that the School District is a fluid and changing environment and that these changes can include the addition or closing of schools and/or properties, and the offering of new, unforeseen or improved products and/or services generally covered under the overall scope or intent of this solicitation. The contract formed under the award of this solicitation may therefore be mutually amended to include or exclude certain products or services whether a service, product or service and product award was initially issued. This can be accomplished by mutual acknowledgement in written form including email, and this will modify this solicitation and the contract issued pursuant to it.



Tradition. Excellence. Innovation.

RFB #2404 BIDDING SCHEDULE

SERVICES DESCRIPTION	PRICE AS INDICATED	REFERENCED PRICE SEE BELOW NOTE
Provide the paint contracting services per the attached Scope, Specifications, and other Requirements		
Sheet Rock Surfaces:		
1. One coat semi-gloss	\$ _____ per sq. ft.	\$ 0.55 per sq. ft.
2. Two coats semi-gloss latex	\$ _____ per sq. ft.	\$ 0.94 per sq. ft.
3. One coat primer and one coat semi-gloss latex	\$ _____ per sq. ft.	\$ 0.90 per sq. ft.
4. One coat primer and two coats semi-gloss latex	\$ _____ per sq. ft.	\$ 1.20 per sq. ft.
5. One coat epoxy	\$ _____ per sq. ft.	\$ 0.61 per sq. ft.
6. Two coats epoxy	\$ _____ per sq. ft.	\$ 1.05 per sq. ft.
7. One coat primer and one coat epoxy	\$ _____ per sq. ft.	\$ 1.03 per sq. ft.
8. One coat primer and two coats epoxy	\$ _____ per sq. ft.	\$ 1.22 per sq. ft.
CMU (Interior & Exterior):		
9. One coat semi-gloss	\$ _____ per sq. ft.	\$ 0.52 per sq. ft.
10. Two coats semi-gloss latex	\$ _____ per sq. ft.	\$ 0.94 per sq. ft.
11. One coat primer and one coat semi-gloss latex	\$ _____ per sq. ft.	\$ 0.94 per sq. ft.
12. One coat primer and two coats semi-gloss latex	\$ _____ per sq. ft.	\$ 1.11 per sq. ft.
13. One coat epoxy	\$ _____ per sq. ft.	\$ 0.61 per sq. ft.
14. Two coats epoxy	\$ _____ per sq. ft.	\$ 1.05 per sq. ft.
15. One coat primer and one coat epoxy	\$ _____ per sq. ft.	\$ 1.03 per sq. ft.
16. One coat primer and two coats epoxy	\$ _____ per sq. ft.	\$ 1.22 per sq. ft.
Miscellaneous:		
17. Inside metal doors: one coat	\$ _____ per 3'x7' door	\$ 29.00 per 3'x7' door
18. Inside metal doors: two coats	\$ _____ per 3'x7' door	\$ 39.00 per 3'x7' door
19. Outside metal doors: one coat	\$ _____ per 3'x7' door	\$ 29.00 per 3'x7' door
20. Outside metal door frames: two coats	\$ _____ per 3'x7' frame	\$ 30.00 per 3'x7' frame
21. Inside metal door frames: two coats	\$ _____ per 3'x7' frame	\$ 29.00 per 3'x7' frame
22. Wood doors: clean and two coats polyurethane	\$ _____ per door	\$ 38.00 per door
23. Gym/Cafeteria walls up to 12' high	\$ _____ per sq. ft.	\$ 0.52 per sq. ft.
24. Gym/Cafeteria walls above 12' high	\$ _____ per sq. ft.	\$ 0.60 per sq. ft.
Ceilings:		
25. One coat up to 9' high	\$ _____ per sq. ft.	\$ 0.65 per sq. ft.

26. One coat 9' to 12' high	\$ _____ per sq. ft.	\$ 0.73 per sq. ft.
27. One coat 12' to 25' high	\$ _____ per sq. ft.	\$ 1.03 per sq. ft.
28. Additional charge for textured ceiling (one coat)	\$ _____ per sq. ft.	\$ 0.12 per sq. ft.
29. Two coats up to 9' high	\$ _____ per sq. ft.	\$ 0.98 per sq. ft.
30. Two coats 9' to 12' high	\$ _____ per sq. ft.	\$ 1.04 per sq. ft.
31. Two coats 12' to 25' high	\$ _____ per sq. ft.	\$ 1.24 per sq. ft.
32. Additional charge for textured ceiling (two coats)	\$ _____ per sq. ft.	\$ 0.22 per sq. ft.
Kitchens:		
33. Walls including wash down	\$ _____ per sq. ft.	\$ 0.73 per sq. ft.
34. Ceilings including wash down	\$ _____ per sq. ft.	\$ 0.91 per sq. ft.
Other:		
35. Parking Lot Striping	\$ _____ per lin. ft.	\$ 0.59 per lin. ft.
36. Pressure Washing	\$ _____ per sq. ft.	\$ 0.33 per sq. ft.
37. Structural steel up to 16" wide	\$ _____ per lin. ft.	\$ 2.73 per lin. ft.
38. Metal decking - smooth	\$ _____ per sq. ft.	\$ 0.91 per sq. ft.
39. Metal decking - corrugated	\$ _____ per sq. ft.	\$ 1.17 per sq. ft.
40. Stucco	\$ _____ per sq. ft.	\$ 0.78 per sq. ft.
41. Boxing and soffits (up to 24")	\$ _____ per lin. ft.	\$ 3.77 per lin. ft.
42. Sealcoating Parking Lots	\$ _____ per sq. yd.	\$ 1.82 per sq. yd.
List approved paint or approved paint system to be utilized in this block		
Note: The Referenced Price is the maximum price for the services. Bidders must bid at or below the Reference/Maximum Price.		

RFB #2404 and Number(s) _____ of _____ Addendum/Addenda if any – must be acknowledged here for a Valid Bid/Proposal.

The Referenced Price is the maximum price for the services. Bidders must bid at or below the Reference/Maximum Price.

All information on pages 1 & 2, 31 & 32 (bidding schedule), and 33 (business profile) must be completed and signed in ink. Any corrections need to be crossed out, corrected and initialed.

Company Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____

Printed Email address: _____

BUSINESS PROFILE
Spartanburg County School District No. 7

Business Name _____

Address _____

Contact Person: _____ Phone: _____

E-Mail Address (please print legibility): _____

Workers' Compensation on all employees? Yes () No ()

Year Business established: _____ Annual Sales (optional): _____

Number of employees: _____

Minority/Woman Owned Business? Yes () No () If yes, ethnicity: _____

Insurance Company Name: _____

Address: _____

*Submit a copy of summary of Insurance Policies you have or plan to acquire to comply with insurance requirements

List three (3) schools / and or businesses your firm has performed work for during the past five (5) years.

School or Business Name	Contact Person	Telephone

 Signature of person authorized to submit bids

 Title

 Date