

	<p>Rock Hill Schools</p> <p>Invitation for Bid (IFB)</p>	<p>Solicitation Number Date Issued Procurement Officer Phone E-Mail Address</p>	<p>20-2103 December 1, 2020 Timika Beaver 803-981-1162 TBeaver@rhmail.org</p>
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Whiteboard Skin Overlays and Installation Services

BID DUE DATE (Opening Date/Time): Wednesday, December 16, 2020 at 2:00 p.m.

LAST DAY FOR QUESTIONS: Thursday, December 10, 2020 at 12:00 p.m.

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

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL MAILING ADDRESS:
<p>Rock Hill Schools Procurement Services 2171 West Main Street Rock Hill, SC 29732</p> <p>Solicitation Number and Opening Date must appear on the envelope.</p>

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

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

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	Area Code	Number	Ext.	Facsimile
	E-mail Address			

<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF ADDENDUM(S)

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

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date

Minority Participation:

Are you a SC Certified Minority Vendor - Yes No

If yes, SC Certification # _____

Are you a Non SC Certified Minority Vendor - Yes No

TABLE OF CONTENTS

SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS (WHERE APPLICABLE).....4
SECTION B: INTRODUCTION 13
SECTION C: SCOPE OF WORK.....14
SECTION D: ELABORATION AND CLARIFICATION 156
SECTION E: BID FORM..... 167
APPENDICES..... 178

SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS (WHERE APPLICABLE)

GENERAL BID INSTRUCTIONS

1. INSTRUCTIONS TO BIDDERS:

- A. Bids shall be publicly opened at **2:00 PM** on **Wednesday, December 16, 2020**. Bid openings shall be conducted in the Purchasing Department, which is located at 2171 West Main Street, Rock Hill, SC 29732. Sealed bids shall be uploaded to **Vendor Registry** <http://vrapp.vendorregistry.com/RockHillSchools> or mailed to the **Procurement Services Attention: IFB 20-2103** located at 2171 West Main Street Rock Hill, SC 29732. To keep social distancing in compliance with the Governor’s Executive Order, the District encourages contractors who wish to attend the bid opening to do so by conference call.

Contractors may take part by dialing:

Phone Number: 803 -985-3599

Conference ID: 1440403

- B. Bids shall be submitted **NO LATER THAN 2:00 PM** in the place and manner as described in paragraph 1A above. Bids received after 2:00 PM shall be late bids. Late bids shall not be considered for award and will be returned to the contractor unopened.
- C. The District shall not accept responsibility for unidentified bids.
- D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Purchasing Director.
- E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
- F. The District shall not accept oral, emailed, or FAXED bids.
- G. The Term “Offer” Means Your “Bid” or “Proposal” or “Quotation”
The Term “Offeror” Means “Vendor” or “Contractor” or “Bidder”

- 2. TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.
- 3. AMBIGUOUS BIDS:** Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
- 4. BIDDERS QUALIFICATIONS:** Bids shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.

5. ACKNOWLEDGEMENT OF ADDENDUM(S):

- A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.
- B) It is the bidder's responsibility to determine whether they have received any or all addendum(s).

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

7. COMMUNICATION WITH PROSPECTIVE BIDDERS:

- A. All communication concerning this IFB must be in writing to the Purchasing Director. Email is the preferred method of communication.
- B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
- C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this IFB for any reason except as authorized by the Purchasing Director. Violation of this provision may result in rejection of the contractor's response.
- D. It is the contractor's responsibility to check the District's website procurement page for any addenda, responses to contractor questions, or other communications, which may be necessary during the solicitation process.

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

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

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

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

12. EXCEPTIONS: Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by Proposers unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the District. Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.

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

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

14. SPECIFICATIONS: Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the contractor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

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

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

16. BIDDER'S RESPONSIBILITY: Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.

17. POSTING OF AWARD: Notice of Award or Intent to Award will be posted to the Procurement Services website and Vendor Registry.

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

19. AWARDING POLICY: The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. The award basis is stated in Section B.

BID 20-2103 Whiteboard Skin Overlay and Installation

Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Director of Purchasing shall award proposals in accordance with the District's Procurement Code.

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

TERMS AND CONDITIONS

1. **ACCIDENTS:** The contractor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the contractor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the contractor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the contractor. The contractor shall take all precautions necessary to protect the public against injury
2. **TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) calendar day advance written notice is given to the Contractor.
Termination for convenience. In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.
Termination for Cause. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply.
3. **EXAMINATION OF RECORDS:**
 - A. The Superintendent of Rock Hill School District Three, or his duly authorized representative(s), shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
 - B. The contractor agrees to include in first-tier subcontracts, under this contract, a clause to the effect that the Superintendent of Rock Hill School District Three, or his duly authorized representative(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.
4. **COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government

contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.

5. **SOUTH CAROLINA LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state.

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

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

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

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

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

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

- 10. INSTALLATION:** Where equipment is called for to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the contractor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The contractor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The contractor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.
- 11. GUARANTEE:** The contractor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the contractor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
- 12. PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
 - Contract number or other authorization for delivery of service or property
 - Complete description
 - Price and quantity of property or service actually delivered or executed
 - Shipping and payment terms
 - Labor Costs separate from material costs
 - Name where applicable
 - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
 - All invoices shall be submitted via email to APINVOICES@rhmail.org with the Company name and purchase order# referenced in the subject line
- 13. TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Contractor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.
- 14. DEFAULT:** In the event the successful contractor defaults on any part or all of his Proposal, ROCK HILL SCHOOL DISTRICT THREE reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting contractor shall be considered unless assessed charge has been satisfied.
- 15. DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a

stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.

- 16. CRIMINAL BACKGROUND CHECK:** Contractor shall obtain a full criminal background check for contractor's employees and other persons carrying out the contract on the contractor's behalf. The contractor shall not permit employment of any person with a criminal record without written permission of the District. Contractor must check the following databases at a minimum, South Carolina criminal check (SLED), North Carolina criminal check, Sex Offender registries, and Social Security number verification. Upon request of the District, the contractor shall furnish proof that such background checks were executed and the restrictions on employment mandated by the District were followed. Contractor shall be responsible for cost associated with background checks. If the awarded Contractor is summoned for work he/she shall report and sign in and out with the Director of Facilities Management or their designee upon arriving and departing from any RHSD campus.
- 17. NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.
- 18. PACKAGING AND DELIVERY:** All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the contractor and the carriers.
- 19. UNIT PRICES:** A unit price will take precedence over an extended price. When discrepancies exist between a unit price and an extended price, the unit price shall govern and be presumed to be the correct price.
- 20. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Purchasing Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.
- 21. ITEM SUBSTITUTION:** No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Purchasing.
- 22. SUSPENSION AND DEBARMENT:** By submitting a proposal (IFB/RFP/RFO), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false

statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.

23. INDEMNITY: Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents.

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

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

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

- A. WORKERS’ COMPENSATION
Statutory limits covering all employees, including Employer’s Liability with limits of:
\$500,000 Each Accident
\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit

- B. COMMERCIAL GENERAL LIABILITY
Covering all operations involved in this Agreement.

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

- C. COMMERCIAL AUTOMOBILE LIABILITY
\$1,000,000 Combined Single Limit - Any Auto

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

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

Subcontracting

The contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, contractor remains liable for performance of all items of this contract.

Laws

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

27. SAFETY, DAMAGE OR THEFT:

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

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

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

30. FORCE MAJEURE: Neither the District nor the Contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the District and the Contractor, and without the fault or negligence of either of them.

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

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

SECTION B: INTRODUCTION

INTRODUCTION:

Rock Hill School District Three is soliciting bids for Whiteboard Skin Overlay and Installation Services. Bids shall be received in accordance with the Invitation for Bid (IFB) and supplementary information provided in these instructions. **Pages 1-2, 18, and 20-23** of this IFB shall be submitted with your bid response.

At **2:00 pm on Wednesday, December 16, 2020**, the Purchasing Director or her designee will open all bids received. Questions pertaining to the terms and specifications should be directed to TBEAVER@RHMAIL.ORG or submitted through **Vendor Registry** (<http://vrapp.vendorregistry.com/RockHillSchools>). **The bid number must be referenced in the subject line.** The last day for questions is **December 10, 2020** at 12:00 pm.

To keep social distancing in compliance with the Governor's Executive Order, the District encourages contractors who wish to attend the bid opening to do so by conference call.

Contractors may take part by dialing:

Phone Number: (803) 985-3599

Conference ID: 1440403

PURPOSE:

Rock Hill School District, hereafter referred to as "District", intends to award a contract to a Contractor for the purchase of whiteboard skin overlay and installation services at various locations throughout the District.

This contract shall be for one year, beginning in January 2021. The contract may be renewed, under the same terms and condition, for four (4) additional one-year periods. Renewal on the part of the District will be based upon satisfactory Contractor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party no less than ninety (90) calendar days prior to the contract renewal date. Contractor may increase prices for the renewal for future renewal period(s). The price increase and or decrease shall be based upon the percent change in the Consumer Price Index (CPI). A justification for the increase in addition to the CPI shall be required for any increase. In no event shall the price increase exceed 2% in any renewal period. The increase shall reflect the change to the CPI or the 2% cap, whichever is less.

AWARD CRITERIA:

Award will be made to the lowest, responsive and responsible bidder.

SECTION C: SCOPE OF WORK

STATEMENT OF WORK

The District is seeking a Contractor to purchase and install Whiteboard Skin Overlays for an estimated 640 chalkboards, the standard sizes are 4 ft. x 8 ft., 4 ft. x 10 ft., 4 ft. x 12 ft., and 4 ft. x 16 ft. There may be other unspecified board sizes. The Contractor will replace existing chalkboards with whiteboard skin overlay. The Contractor must provide all cutting tools, equipment, and labor required for the installations. Upon completion of work, the contractor shall remove from the site all tools, debris, dirt, existing materials and rubbish accumulated as a result of the repair service. The District's trash cans and or dumpsters shall not be used.

The Contractor shall provide a service report to the Director of Facilities or designee upon completion of each service request. The report shall include, at a minimum, the following:

- Date and time notified
- Date and time of installation
- Schools and room number(s)
- Description of work completed per room must include the quantity and size(s)

The District reserves the right to evaluate and determine the necessary repair and or replacement needed for existing boards. The installation service request will be on an as needed basis with a minimum of ten (10) installs per request. The District may increase or decrease the quantity based on the need.

The Contractor must receive a purchase order prior to responding to service request.

TECHNICAL SPECIFICATIONS

The Contractor must adhere to the following minimum requirements for Whiteboard Skin Overlay to cover existing chalkboards:

- Steel surface non-ghosting, projectable and writing surface.
- Steel sheet gauge 24 to 26 in thickness.
- Steel with a polyester coating 1.3 mils (33 microns) to 1.5 mils (38 microns) per ASTM D 7091.
- Color: Porcelain/Off White
- Gloss: 85 gloss (60 degrees angle) minimum, ASTM D 523.
- Thickness Range: 1.3 mils (33 microns) to 1.5 mils (38 microns) per ASTM D 7091.
- MEK Double Rubs: 100 minimum, ASTM D 5402.
- Hardness: Hardness minimum pencil hardness per ASTM D 3363.
- Bent Test: 2-T bend minimum, no coating removal with tape (3M 610 tape) per ASTM D 4145.
- Weathering: Interior exposure only.

The Contractor must specify the manufacturer of the whiteboard skin overlay to be utilized. The Contractor shall submit a 4" x 4" or no larger than an 8.5" x 11" sample with your bid response labeled with company's name.

HOURS

The Contractor shall work Monday thru Friday from 7:30am until 4:00pm. Overtime shall be considered after 4:30pm Monday thru Friday, Saturday, and Sunday. The Contractor must contact the Director of Facilities or designee to coordinate any services after normal hours. All services must be completed by the submitting Contractor.

WARRANTY

All work performed shall be subject to a warranty of not less than ninety (90) days against defects in materials and workmanship. The Contractor shall facilitate and expedite all warranty claims including but not limited to materials, shipping, and handling, etc.

QUALIFICATIONS AND EXPERIENCE

The Contractor must demonstrate their capability to perform the requirements of the scope of work. The Contractor must have at least three (3) years of experience with installation of whiteboard skin overlay in a commercial environment including school districts, higher education institutions or any public entity. Contractor shall:

- Have a least three (3) full time employees. An employee roster must be submitted with your response.
- Complete Appendix II, References, and submit back with your response

TENTATIVE TIMELINE OF EVENTS

Bid Released	December 1, 2020
Last Day for Questions	December 10, 2020 @ 12:00 pm
Bid Due Date	December 16, 2020 @ 2:00 pm
Intent to Award	December 18, 2020 "Tentative"
Contract Implementation	January 4, 2020 "Tentative"

SECTION D: ELABORATION AND CLARIFICATION

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the IFB and/or the participant's response. If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the IFB. Any exceptions to the terms, conditions, provisions, and requirements delineated must be specifically noted and explained by the Contractor and must be submitted by 12:00 pm on **Thursday, December 10, 2020** which is the last day for questions.

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SECTION E: BID FORM

(This page is to be submitted back with your response)

Chalkboard Sizes	Price (per board)
4 ft. x 8 ft.	\$
4 ft. x 10 ft.	\$
4 ft. x 12 ft.	\$
4 ft. x 16 ft.	\$
Total This is your bid amount.	*\$
<p>*Bid pricing must include all expenses, overhead, materials, mileage, labor cost, and any applicable taxes. No additional charges will be paid by the District.</p>	

Whiteboard Skin Overlay Manufacturer: _____

The District reserves the right to increase and decrease quantities as deemed necessary.

OPTIONAL OVERTIME: After 4:30PM Monday-Friday, All day Saturday and Sunday

Chalkboard Sizes	Price (per board)
4 ft. x 8 ft.	\$
4 ft. x 10 ft.	\$
4 ft. x 12 ft.	\$
4 ft. x 16 ft.	\$

Contractor Name: _____

APPENDICES

Appendix I- Conflict of Interest
Appendix II- Reference Sheet

APPENDIX I: CONFLICT OF INTEREST STATEMENT

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

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

BID 20-2103 Whiteboard Skin Overlay and Installation

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

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

Please check only one box below.

- No known actual or potential Conflicts of Interest are subject to disclosure.**
- All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill School District.**

BID 20-2103 Whiteboard Skin Overlay and Installation

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

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

Company Name: _____
 By: _____
 Print Name: _____
 Title: _____
 Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20 _____

(Notary Public)

My commission expires _____

APPENDIX II: REFERENCE SHEET

REFERENCE #1	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
NUMBER OF YEARS WORK WAS PERFORMED:	

REFERENCE #2	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
NUMBER OF YEARS WORK WAS PERFORMED:	

REFERENCE #3	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
NUMBER OF YEARS WORK WAS PERFORMED:	