Union County Schools 130 West Main Street, Union SC 29379	Request for Proposal: Date Issued: Procurement Officer: E-Mail Address:	UCSD-2026-RFP-CATE-001 January 9, 2026 Timothy Barnado Tbarnado@union.k12.sc.us

Request for Proposal
RFP Number: UCSD-2026-RFP-CATE-001

Bid Document
Request for Proposal

Procurement Officer: Timothy Barnado

Project: CATE PAINT BOOTH SYSTEM

I. Scope and Cover Page

DESCRIPTION: CATE PAINT BOOTH SYSTEM
SCOPE: Union County School District (UCSD) seeks proposals from qualified vendors to furnish, remove existing equipment, deliver, install, and commission a commercial-grade paint booth system for instructional use at the Union County Career Center. The project includes removal and proper disposal of the existing paint booth system, installation of a new system, and all work necessary to provide a fully operational, code-compliant instructional paint booth.

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

SUBMIT YOUR SEALED OFFER REFERENCING SOLICITATION NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT OFFICER'S NAME TO THE ADDRESS AT THE RIGHT:	MAILING AND PHYSICAL ADDRESS: Union County Schools Attn: Timothy Barnado, Procurement Officer 130 West Main Street, Union SC 29379
SUBMIT OFFER BY (Opening Date/Time): **March 24, 2026 @ 2:00 PM** (See "Deadline For Submission Of Offer" provision)	
NUMBER OF COPIES TO BE SUBMITTED: **(1) original , (3) copies marked COPY and (1) Digital Copy on Flash Drive**	
QUESTIONS MUST BE RECEIVED BY: **March 9, 2026 @ 12:00 PM** (See "Questions From Offerors" provision) FINAL ADDENDUM ISSUED: **March 13, 2026 @ 5:00 PM** **(If Necessary)** (See "Questions From Offerors" provision)	
CONFERENCE TYPE: None DATE & TIME:	LOCATION: N/A

INTENT TO AWARD & AWARD	Notice of Award and/or Intent to Award will be posted on the district website www.union.k12.sc.us. Final award will be dependent on UCSD School Board approval and will be initiated with an initial Purchase Order after the bidder's right to protest time frame has been exceeded. See section 11-35-4210(1) of the Consolidated Procurement Code.

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) □ Sole Proprietorship □ Partnership □ Corporate entity (not tax-exempt) Federal ID # _____ □ Tax exempt corporate entity □ South Carolina Minority Vendor Minority Vendor # _____ □ Other _____
AUTHORIZED SIGNATURE: (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE: (Business title of person signing above)	
PRINTED NAME: (Printed name of person signing above) / DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, sole proprietorship, etc.

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date.

<table>
<tr><td>HOME OFFICE ADDRESS (Address for offeror’s home office/principal place of business)</td><td rowspan="2">ACKNOWLEDGEMENT OF ADDENDUM(S)

Addendum No:_____

Addendum Issue Date:_____
_
Addendum No:_____

Addendum Issue Date:_____

Addendum No:_____

Addendum Issue Date:_____

Addendum No:_____

Addendum Issue Date:_____</td></tr>
<tr><td>EMAIL ADRESS:</td></tr>
<tr><td>TAX IDENTIFICATION NUMBER:</td><td>STATE OF INCORPORATION::</td></tr>
</table>

II. GENERAL INSTRUCTIONS TO OFFERORS

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding the District's intent to award a contract will be posted on the district's website www.union.k12.sc.us**.** If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, but less than $ 100,000.00 such notice will be sent to all Offerors responding to the Solicitation and any award will be effective the day such notice is given. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given

BID / PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Union County Schools. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. Multiple RFP responses are allowed from a single responder if the contents/design of the RFP's differ.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: **GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(1) By submitting an offer, the offeror certifies that:

(A) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(B) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(C) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(2) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(A) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(B)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(3) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) 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

(C) 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 (a)(1)(i)(B) of this provision.

(D) 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.

(E) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(2) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) If Offeror is unable to certify the representations stated in paragraph (1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(4) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(5) The certification in paragraph 1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous

certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

COMPLETION OF FORMS / CORRECTION OF ERRORS: 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 bid. Do not modify the solicitation document itself (including bid schedule).

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected.

DEFINITIONS - Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation:

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Union County School Board of Trustees.

BUYER means the Procurement Officer/Finance Director.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

DISTRICT means Union County Schools.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

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 work day 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.

DRUG FREE WORK PLACE CERTIFICATION: The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30)

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

ETHICS ACT (CERTIFICATE): 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 state 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.

INFORMATION FOR OFFERORS TO SUBMIT: Offeror shall submit a signed Cover Page and should submit all other information and documents requested in solicitation.

PROCUREMENT AUTHROITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Union County Schools acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Union County Schools.

PROCUREMENT CODE AVAILABLE: Union County Schools procurement code is available at its website at www.union.k12.sc.us.

PROTESTS: (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. (b) Intent to Award - Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate 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. [§ 11-35-4210]

PROTEST – ADDRESS: Any protest must be submitted in writing to Linda Griffin, Finance Director, 120 West Main Street, Union SC 29379.

PUBLIC OPENING: Public Opening- bids will not be opened at this time. Only vendor names will be announced.

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing via electronic communication (e-mail) only. Questions must be received by the following email address:tbarnado@union.k12.sc.us, no later than January 27, 2026 @ 12:00 PM. Label any communication regarding your questions with the name of the solicitation's title and number. **Oral explanations or instructions will not be binding**. All Questions will be answered via an Addendum, which will posted on the District's website, www.union.k12.sc.us on **March 13, 2026 @ 5:00 PM**.

REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

RESPONSIVENESS / IMPROPER OFFERS:

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
(b) Responsiveness. 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. (Article 5, Section 1520.13)
(c) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (Article 5, Section 1520.6.5.5).
(d) Unbalanced Bidding. 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.

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other District employees, agents or officials prior to award.

SAMPLES-TESTING: Free samples may be required for testing by the District's Facilities staff and/or an independent laboratory. If requested, your failure to provide a sample will result in rejection of your offer. Upon invoice, you agree to pay any reasonable cost incurred for this testing. Unless your sample is accompanied by a request for its return, your sample will not be returned. Your sample may be destroyed during testing.

SIGNING YOUR OFFER: Every Offer must be signed by the individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Article 1, Section 410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Article 5, Section 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required

by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless Union County Schools, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

UNIT PRICE: Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by the District's Procurement Code Article 5 Section 1520.7.1.

III. AWARD / CONTRACT TERM

Term of Contract/Option to Renew: Any contract resulting from this RFP shall have an initial contract period of one (1) year beginning July 1, 2026 through June 31, 2027. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, with an option of an additional two (2) periods of one (1) year each with Superintendent's approval. Contracts exceeding seven (7) years must be approved by the school board. Renewal on the part of the District will be based upon satisfactory contractor/vendor 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 then ninety (90) calendar days prior to the contract renewal date.

The District's rights to terminate the contract during the contract period will be governed by Item 16 of the Terms and Conditions. All purchases are subject to the Union County School's Procurement Code and can be viewed at the Procurement Office upon request. The District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

The District reserves the right to award this solicitation to one vendor or multiple vendors based on the responses. It also reserves the right to not award this solicitation based on any factor such as non-understanding of the bid by all parties etc. This non-award will occur prior to any contract being established.

IV. OBJECTIVES

The objective of this RFP is to procure a turnkey paint booth solution that ensures safety, regulatory compliance, instructional effectiveness, and long-term operational efficiency, while minimizing disruption to Career Center operations.

V. SCOPE OF WORK / SPECIFICATIONS

5.0 SPECIFICATIONS –

The successful Offeror shall provide all labor, materials, equipment, supervision, delivery, removal, installation, testing, commissioning, training, and warranty support necessary to deliver a fully operational paint booth system.

Scope includes, but is not limited to:

• Removal, disconnection, and proper disposal of the existing paint booth system
• Coordination of utilities shutoff and reconnection
• Delivery and installation of a new dual-skin paint booth system
• Electrical, mechanical, and ventilation integration
• System startup, testing, and commissioning
• On-site operational training

Minimum specifications include:

• Dual-skin space saver paint booth (approx. 24’ x 13’4”)
• Side service door with observation window
• Horizontal intake and exhaust airflow
• 30-inch axial exhaust fan (min. 7.5 HP)
• Smart control panel with VFDs
• Energy efficiency package
• LED lighting system
• Low-profile ductwork package

Deliverables

• Removal and disposal confirmation of existing paint booth
• Installed and commissioned paint booth system
• Operating manuals and safety documentation
• Warranty documentation
• On-site staff training
• Final inspection and acceptance documentation

5.1 GUARANTEES AND WARRANTIES –

5.1.1. General Warranty

The Contractor shall warrant that all materials, equipment, products, systems, and workmanship furnished under this Contract shall be new, unused, and of current manufacture, unless otherwise expressly approved in writing by the Owner. All work shall be performed in a first-class, professional manner consistent with industry best practices and applicable codes and standards.

The Contractor further warrants that all Work shall be free from defects in materials, equipment, and workmanship, and shall conform strictly to the requirements of the Contract Documents.

5.1.2. Warranty Period

Unless a longer period is specified elsewhere in the Contract Documents or offered by the Contractor, the minimum warranty period shall be:

- One (1) year from the date of Final Acceptance by the Owner for workmanship and installation
- Manufacturer’s standard warranty, whichever is longer, for all materials, equipment, and components

Warranty periods for corrected or replaced items shall restart upon completion of the corrective work.

5.1.3. Manufacturer Warranties

All manufacturer warranties shall be:

- Issued in the Owner’s name
- Fully transferable
- Provided to the Owner prior to Final Payment
- Unmodified unless expressly approved by the Owner in writing

The Contractor shall act as the Owner's single point of contact for all warranty claims during the warranty period and shall coordinate directly with manufacturers as necessary.

5.1.4. Performance Guarantee

The Contractor guarantees that all systems, equipment, and installed components shall:

- Perform in accordance with the Contract requirements, specifications, and approved submittals
- Be fit for their intended purpose
- Meet all stated performance criteria, tolerances, and operational requirements

Failure to meet performance requirements shall constitute a defect under this warranty.

5.1.5. Correction of Defective Work

Upon written notice from the Owner, the Contractor shall, at no cost to the Owner, promptly repair, replace, or correct any defective or non-conforming Work discovered during the warranty period.
This includes, but is not limited to:

- Labor
- Materials
- Equipment
- Transportation
- Removal and reinstallation
- Restoration of adjacent finishes or systems

If the Contractor fails to correct defective Work within a reasonable time, the Owner may perform the correction and recover all associated costs from the Contractor.

5.1.6. No Limitation of Rights

These warranties and guarantees:

- Are in addition to, and not in limitation of, any other rights or remedies available to the Owner under the Contract, South Carolina law, or equity
- Shall survive Final Payment and termination or expiration of the Contract
- Shall not be deemed waived by inspection, testing, acceptance, or use of the Work

---

5.1.7. Compliance Warranty

The Contractor warrants that all Work shall comply with:

- All applicable federal, state, and local laws and regulations
- Applicable building codes, safety standards, and environmental regulations
- All requirements of the South Carolina Consolidated Procurement Code, as applicable
- All Owner policies and specifications referenced in the RFP

5.1.8. Title and Intellectual Property Warranty (if applicable)

The Contractor warrants that:

- The Owner shall receive good and marketable title to all materials and equipment
- The Work does not infringe upon any patent, copyright, trademark, or proprietary right
- The Contractor shall indemnify and hold the Owner harmless from any claims arising from alleged infringement

---

5.1.9. Subcontractor and Supplier Warranties

All warranties provided by subcontractors and suppliers shall:

- Be no less comprehensive than those required of the Contractor
- Be enforceable directly by the Owner
- Not limit the Contractor's obligations under this Contract

The Contractor remains fully responsible for all warranty obligations, regardless of subcontractor or supplier involvement.

5.1.10. Warranty Documentation

Prior to Final Acceptance, the Contractor shall submit:

- A consolidated Warranty Register

- Copies of all manufacturer warranties
- Operating and maintenance manuals (if applicable)
- Contact information for warranty service

Failure to provide required warranty documentation may delay Final Payment.

5.1.11. Extended or Optional Warranties

If the Contractor offers extended warranties or enhanced coverage as part of the Base Proposal or Optional Items, such warranties shall be clearly identified in the Cost Proposal and shall become binding upon acceptance by the Owner.

5.1.12. Governing Law

All warranties and guarantees shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict-of-law principles.

5.2 Existing Paint Booth and Location of Installation (photos are provided to encourage accuracy in bidding)


AIRBOY














Brutus


ELECTRICAL
CONTROLS








PyroChem Inc.


STARTER BOARD A 5056



5.3 District Locations

District Main Office – 130 West Main Street, Union SC 29379
District Office Annex – 120 Lakeside Drive, Union SC 29379
Maintenance Office – 1417 Whitmire Hwy, Union SC 29379
Union County Adult Education and Alternative School – 517 East Main Street, Union SC 29379
Buffalo Elementary School – 733 Main Street, Buffalo SC 29321
Foster Park Elementary School – 901 Arthur Boulevard, Union SC 29379
Jonesville Elementary/Middle School – 350 New Hope Church Road, Jonesville SC 29353
Monarch Elementary School – 218 Monarch School Drive, Union SC 29379
Sims Middle School – 2200 Whitmire Hwy, Union SC 29379
Union County High School – 1163 Lakeside Drive, Union SC 29379
Union County Career and Technology Center – 1165 Lakeside Drive, Union SC 29379

VI. QUALIFICATIONS OF OFFEROR

In order to respond to this request, the Offeror must demonstrate the following qualifications. This would apply to you or any subcontractor (at any teir level) that you identify pursuant to the subcontractor identification:

1. Offeror must be a certified partner for the products proposed, as well as, an authorized installer.
2. Minimum of five (5) years' experience with similar product offering as specified. Please include a brief history of similar experience in providing work of a similar size and scope.
3. Must have proper insurance documentation available at all times and include this documentation in response (statement of insurance coverage is sufficient however proof must be provided when required by District, County or State Personnel.)
4. Financial statements for the last two fiscal years may be requested and must be provided to determine responsibility. [Reference Statement of Concepts No. 5 (FASB. December, 1984]
5. Please provide a narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history of experience of your organization.
6. Please provide a list of failed projects, suspensions, debarments, and significant litigation.
7. If available, please supply, if requested, the Dun and Bradstreet Qualifier Report (SQR) for the last three years.

VII. COSTS

Offerors shall complete the Cost / Pricing Proposal Sheet in its entirety. All costs shall be inclusive of labor, materials, equipment, overhead, profit, insurance, and any other costs necessary to provide the required services. Prices shall be firm for the duration of the contract.

LIQUIDATED DAMAGES:
There are no liquidated damages.

BID BOND:
Not required for this RFP.

VIII. PROPOSAL EVALUATION CRITERIA

Upon receipt of all proposals, by the date and time specified in the RFP, the Procurement Office shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code. Those proposals found to be responsive shall be further evaluated by an evaluation committee as follows:

A. Due to the complexity of the system, during the evaluation process, offeror's meeting requirements of the proposal may be required to provide a presentation/demonstration. This will provide the opportunity for offeror's to clarify their proposals and to ensure a thorough understanding of the system functionality. The presentation/demonstration will be provided either on-site or web-based. Any cost incurred for the presentation/demonstration will be provided at the offeror's expense. The District reserves the right to determine the number of demonstrations that will be asked. At minimum the District will allow the top two score to offer demonstrations of their products/services. During the demonstration process example products, if applicable, may also be requested to determine product quality.

B. The following matrix will be applied when evaluating proposal responses.

- **Price Proposal – 45%**
- **Vendor Experience & Qualifications – 25%**
- **Technical Approach & Compliance – 20%**
- **Warranty & Support – 10%**

C. For the Cost Category the overall lowest percentage/fee will be assigned the highest maximum points and the remainder of the proposed fees will be assigned lesser points in proportion to the lowest fees. Proposed costs shall be stated as required in solicitation.

D. Offerors shall be ranked from highest to lowest total point scores. Negotiations shall commence with the Offeror receiving the highest total score and shall proceed down the rankings until the District has successfully negotiated the fees and contract terms with an Offeror or the District determines that no satisfactory contract can be negotiated.

IX. TERMS AND CONDITIONS

1. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

2. BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to Union County Schools. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

3. CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

4. CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [Article 5, Section1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

5. DISCUSSIONS WITH BIDDERS: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

6. DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court in the State of South Carolina. Contractor agrees that any act by Union County Schools regarding an Agreement is not a waiver of either the District's sovereign immunity or immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to an Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided, or by personal service, or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

7. EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

8. FALSE CLAIMS: According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

9. FORCE MAJURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

10. NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.

11. NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

12. PUBLICITY: Contractor shall not publish any comments or quotes by Union County Schools employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

13. PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.

14. SETOFF: The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

15. SURVIVAL OF OBLIGATION: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

16. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.

17. THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

18. WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

X. PROPOSAL CONTENTS

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below.
Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all services meet the requirements of this RFP.

SECTION 1 - Signatory and Information Sheets (Page 1, and Attachments 1-4)

SECTION 2 - Executive Summary to include, but not limited to the following (limit 2 pages):

- Statement of agreement to stated products and services to the District
- Statement of understanding of the terms and conditions contained in this RFP
- Statement of customer service philosophy and commitment to support the District

SECTION 3 – Price as reported on Cost Proposal Form (Attachment 1 of 4) (45 Points)

SECTION 4 – Technical Approach – Please specify installation methodology, materials and quality measures. (25 Points)

SECTION 5 – Experience and Qualifications – Reference Form (Attachment 3 of 4) please include relevant projects and all certifications. (20 Points)

SECTION 6 – Warranty and Support – Include any warranties and post-installation support (10 Points)

XI. SPECIAL INSTRUCTIONS

1. CHANGES:
   A. Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
      (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
      (b) method of shipment or packing;
      (c) place of delivery;
      (d) description of services to be performed;
      (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
      (f) place of performance of the services.

      Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
   B. Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
   (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
   (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

2. COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

3. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department**. Union County Schools shall be listed as Certificate Holder.**

4. The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:	
General Aggregate (per project)	$1,000,000
Products/Completed Operations	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$ 50,000
Medical Expense (Any one person)	$ 5,000
BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):	
Combined Single Limit	$1,000,000
WORKERS COMPENSATION: State Statutory	
Employees Liability-per accident	$100,000
Disease – Policy Limit	$500,000
Disease, Each Employee Limit	$100,000
Comprehensive Automobile Liability, including:	

All owned Automobiles, Non owned, and Hired Car Coverage, Bodily Injury and Property Combined – Single Limit	$1,000,000
Bodily injury and Property Damage -	$750,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover Page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Union County Schools (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

5. CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractors shall also check-in to the school each day when arriving onsite.

6. CONTRACTOR'S OBLIGATION: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

7. DAMAGES LIMITATION: Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.

8. DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

9. DESCRIPTIVE LITERATURE: Your offer must include manufacturer's latest literature showing complete product specifications.

10. DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

11. ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document,

statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

12. INDEMNIFICATION-THIRD PARTY CLAIMS: Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify Union County Schools, its departments, board, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

13. LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

14. MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

15. OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

16. OSHA CFR 1910.1200 (SCRR article 1, 71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with the requirements.

17. OWNERSHIP OF DATA and MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

18. PRICE ADJUSTMENTS – LIMITED BY CPI "Other Goods & Services": Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for products, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

19. SHIPPING/RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the Districts' designated receiving site, as specified herein.

20. TERMINATION FOR CONVENIENCE: (A) Termination-The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (B) Contractor's Obligations-The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement

Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies-The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Article 5, Section 1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

21. WARRANTY: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. The district requests a minimum of 5 years for warranty and against manufacturer defects.

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

23. Discrimination Against World Trade Organization Members (S.C. Code 11-35-5300) Vendor will not boycott person/entity based/in business with jurisdiction with whom South Carolina trades.

XII. MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY

Statement of Policy

It is the policy of the Union County Schools that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vender or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of UCSD to encourage and promote on an inclusionary basis contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Union County Schools will comply with this UCSD policy.

Union County Schools 130 West Main Street, Union SC 29379	Request for Proposal:	UCSD-2026-RFP-CATE-001
	Date Issued:	January 9, 2026
	Procurement Officer:	Timothy Barnado
	E-Mail Address:	tbarnado@union.k12.sc.us

XIII: ATTACHMENTS

COST PROPOSAL FORM
CATE PAINT BOOTH SYSTEM

Attachment 1 of 4

INITIAL COSTS (1 Time Cost) – Including ALL hardware, services, training for initial supply and installation of proposed system meeting all requirements stated herein:

A. Base Scope Pricing

Line Item	Description	Unit / Lump Sum	Total Cost
1	Removal and Disposal of Existing Paint Booth		
2	New Paint Booth Equipment (per specifications)		
3	Installation & Labor		
4	Electrical Integration		
5	Mechanical / Ventilation Integration		
6	Freight, Delivery, and Handling		
7	Training and Commissioning		
8	Applicable Taxes (if any)		

Base Scope Total (Sum of Items 1–8): $_____

B. Alternate / Optional Pricing (If Applicable)

Line Item	Description	Unit / Lump Sum	Total Cost
A1	Extended Warranty (specify term)		
A2	Additional Energy Efficiency Features		
A3	Accelerated Schedule / Early Completion		
A4	Other Optional Item (describe)		

C. Unit Rates

Unit rates may be used for change orders or additional work.

Description	Unit	Rate
Additional Labor	Per Hour	
Additional Electrical Work	Per Hour	
Additional Mechanical Work	Per Hour	

Bid Cost Form must be fully completed using Figures Only. Failure to complete this form completely will result in a rejection of proposal by Union County Schools

By signing the offeror agrees to furnish all items and/or services upon which prices are quoted above:

Bidder/Company name (Please print): _____ Signature:_____

Union County Schools 130 West Main Street, Union SC 29379	Request for Proposal:	UCSD-2026-RFP-CATE-001
	Date Issued:	January 9, 2026
	Procurement Officer:	Timothy Barnado
	E-Mail Address:	tbarnado@union.k12.sc.us

XIII. Iran Divestment Act

Project: CATE PAINT BOOTH SYSTEM

Attachment 2 of 4

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

Vendor Name (Printed)	Taxpayer Identification No.

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

X _____ _____

Signature of Vendor Date

Union County Schools **130 West Main Street, Union SC 29379**	**Request for Proposal:** **Date Issued:** **Procurement Officer:** **E-Mail Address:**	**UCSD-2026-RFP-CATE-001** **January 9, 2026** **Timothy Barnado** **tbarnado@union.k12.sc.us**

XIV. REFERENCE FORM (Duplicate if necessary)

Project: CATE PAINT BOOTH SYSTEM

Attachment 3 of 4

Company Name: _____

Company Address _____

Contact: _____ **Telephone #:** _____ **Fax #:** _____

E-mail address: _____ **Date service provided:** _____

Company Name: _____

Company Address _____

Contact: _____ **Telephone #:** _____ **Fax #:** _____

E-mail address: _____ **Date service provided:** _____

Union County Schools 130 West Main Street, Union SC 29379	Request for Proposal:	UCSD-2026-RFP-CATE-001
	Date Issued:	February 12, 2026 @ 2:00 PM
	Procurement Officer:	Timothy Barnado
	E-Mail Address:	tbarnado@union.k12.sc.us

XV. Statement of Acceptance

Project: CATE PAINT BOOTH SYSTEM

Attachment 4 of 4

I, the undersigned, have read Solicitation and do fully understand all of the requirements stated therein and affirm that the above pricing is representative of an acceptable performance level which would fully meet the expectations of the District.

Non-Collusion:

(1) I AM fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP:
(2) Such RFP is genuine and is not a collusive or sham RFP:
(3) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham in connection with the Contract for which the attached RFP has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the District or any person interested in the proposed Contract; and
(6) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Conflict of Interest

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 Union County Schools vendor database. It may further result in termination of any contractual relationship with UCSD (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 UCSD as related to this Solicitation or any resulting Agreement, and that I and my sub-Contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-Contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-Contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a Contractor'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

Proposal Preparer (please print)	Company Name
Proposal Preparer (signature)	Company Address
Telephone Number	Fax Number
Email address (if available)	