

 <b>UNIVERSITY OF SOUTH CAROLINA</b>	<b>INVITATION FOR BID</b>	Solicitation Number	<b>USC-IFB-2561-LW</b>
		Date Issued	<b>03/3/2014</b>
		Date Posted	<b>03/3/2014</b>
		Procurement Officer	<b>Lana Widener</b>
		Phone	<b>803-777-4115</b>
		E-Mail Address	<b>llw@mailbox.sc.edu</b>

DESCRIPTION: East Quad Interior Painting

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY: (Opening Date/Time): **03/18/2014 at 3:00 PM, EST** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **03/12/2014 at 10:00 AM, EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original in Hardcopy and one (1) copy marked 'Copy' (Original shall prevail).**

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

<b>MAILING ADDRESS:</b>	<b>PHYSICAL ADDRESS:</b>
University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208

See "Submitting Your Offer" provision

<b>CONFERENCE TYPE:</b> Mandatory Site Visit <b>DATE &amp; TIME:</b> March 11, 2014, 10:00 AM, EST  As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION:</b> University of South Carolina EastQuad Dormitory – Meet at the Front Entrance 1500 Wheat Street Columbia, SC 29208
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted at the Physical Address stated above on <b>3/20/2014</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://purchasing.sc.edu">http://purchasing.sc.edu</a>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

<b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)		<b>OFFEROR'S TYPE OF ENTITY:</b> (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax –exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
<b>AUTHORIZED SIGNATURE</b>  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
<b>TITLE</b> (Business title of person signing above)		
<b>PRINTED NAME</b> (Printed name of person signing above)	<b>DATE SIGNED</b>	

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, partnership, sole proprietorship, etc.

**STATE OF INCORPORATION** (If offeror is a corporation, identify the state of Incorporation.)

**TAXPAYER IDENTIFICATION NO.**  
(See "Taxpayer Identification Number" provision)

**PAGE TWO**

**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)     	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)     _____ Area Code - Number - Extension                      Facsimile _____ E- mail Address
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<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)     _____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)     _____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>
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**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_\_ In-State Office Address same as Home Office Address  
 \_\_\_\_\_ In-State Office Address same as Notice Address    (check only one)

## Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications  
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

### I. Scope Of Solicitation

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

It is the intent of the University of South Carolina to solicit bids from qualified sources of supply to furnish all labor, materials, and equipment necessary to paint the interior of East Quad dormitory in accordance with all the requirements stated herein.

### II. Instructions To Offerors - A. General Instructions

DEFINITIONS (JANUARY 2006) 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.

BUYER – means the Procurement Officer.

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.

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.”

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.

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.

STATE – means the Using Governmental Unit(s) identified on the Cover Page.

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.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

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.

AMENDMENTS TO SOLICITATION (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and

returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION (NOV 2007):** Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. 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. [02-2A010-1]

**BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006)** By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). 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.

**BID ACCEPTANCE PERIOD (JANUARY 2006)** 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 (JANUARY 2006)** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)**

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

(i) 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.

(ii) 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.

(2) "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).

(b) 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.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(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 nonresponsible.

(d) 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 (a) 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.

(e) The certification in paragraph (a) 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 State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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.

(a) By submitting an offer, the offeror certifies that-

(1) 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.

(2) 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

(3) 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.

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

(1) 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

(2)(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.

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): 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). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011):** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair

competitive advantage or a conflict of interest, the state may withhold award. 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.

**DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006)** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**DUTY TO INQUIRE (JANUARY 2006)** 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 State's attention.

**ETHICS CERTIFICATE (May 2008):** 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. [02-2A075-2]

#### **ILLEGAL IMMIGRATION CLAUSES (2008)**

Procurement Code Transactions: Non-Construction

**ILLEGAL IMMIGRATION (NOV. 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) 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 State 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. [07-7B097-1]

Procurement Code Transactions: Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its 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." Contractor agrees to include in any contracts with its subcontractors language requiring its 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. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

Other Transactions

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

**OMIT TAXES FROM PRICE (JANUARY 2006):** Do not include any sales or use taxes in Your price that the State may be required to pay.

**PROCUREMENT AGENT (AUG 2004)** Authorized Agent. 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.

**PROTESTS (JUNE 2006)** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. 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 days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

**PUBLIC OPENING (JANUARY 2006)** Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

**QUESTIONS FROM OFFERORS (JANUARY 2006):** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

**REJECTION/CANCELLATION (JAN 2004)** The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

**RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) 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 State 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. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline 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 State 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 (JANUARY 2006)** 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, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. 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 Using Governmental Unit***

**SIGNING YOUR OFFER (JANUARY 2006)** Every Offer must be signed by an 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 it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**STATE OFFICE CLOSINGS (JANUARY 2006)** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government 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 normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: [http://www.scemd.org/scgovweb/weather\\_alert.htm](http://www.scemd.org/scgovweb/weather_alert.htm).

**SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) 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 Section 11-35-410. 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 Section 11-35-1810. 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 State 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 State 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 the State of South Carolina, 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 State 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 (JANUARY 2006)** (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 bidder. (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.

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

**TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006):** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006)** 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 S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

## **II. Instructions To Offerors - B. Special Instructions**

### **SUBMISSION OF QUESTIONS**

**Mark envelopes on questions mailed:**

**QUESTIONS: USC-IFB-2561-LW**

**Title:** East Quad Interior Painting

**Attn:** Lana Widener

**QUESTIONS MAY BE E-MAILED TO:** [llw@mailbox.sc.edu](mailto:llw@mailbox.sc.edu)

**FAXED TO: 803-777-2032**

**DISCUSSIONS WITH BIDDERS (JANUARY 2006)** 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.

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

PROTEST – CPO - MMO ADDRESS (JAN 2006): Any protest must be submitted in writing to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us), (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**SITE VISIT (JAN 2006):** A site visit will be held at the following date, time, and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**Date & Start Time:** March 12, 2014, 10:00 am  
**Location:** USC – East Quad Dormitory  
1500 Wheat Street  
Columbia, SC 29208  
Meet at the Front Entrance

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.**

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the

place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

### III. Scope of Work / Specifications

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

QUALITY – NEW: All required materials must be new.

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS

A. Refer to the following documents for paint colors and locations of finishes:

1. Finish Schedule *(to be provided at the Mandatory Site Visit and by way of an amendment)*
2. Finish Plans *(to be provided at the Mandatory Site Visit and by way of an amendment)*

### 1.02 SUMMARY OF WORK

A. The Contractor shall furnish all labor, materials and equipment required to perform interior painting of resident hall rooms and other identified spaces in the following residence hall: **The Contractor shall include within its bid removal of all signage.**

**East Quad** – Building is 143,475 gross square feet with five floors. The building will be unoccupied for the duration of the project. Contractor will have access and may work 24 hours a day 7 days a week.

\* Note: **It is absolutely critical that this project maintains its schedule.** Actual work at the site can commence on Monday, May 12, 2014 and must be totally complete by Friday, July 25, 2014, a total of 76 days. The Contractor shall submit a proposal with a separate cost for each phase of the above referenced building. The University shall maintain the option of deleting individual phase(s) based upon the price obtained through the bid process, funding available and the overall schedule to complete all work within this building. The University will only release the next Phase of work to the Contractor provided the Contractor has adhered to schedule and the Phase work has met the University's standards for quality.

### 1.03 WORK SCHEDULES

- A. **Phase I:** Prime floors beginning on the 5<sup>th</sup> Floor and working down to the Ground Floor - May 10<sup>th</sup> — May 28<sup>th</sup>, 2014  
(19 calendar days)
- Phase II:** Prime doors, frames and trim beginning on the 5<sup>th</sup> Floor and working down to the Ground Floor -May 29<sup>th</sup> --- June 16<sup>th</sup>, 2014  
(19 calendar days)
- Phase III:** Paint floors beginning on the 5<sup>th</sup> Floor and working down to the Ground Floor – June 17<sup>th</sup> --- July 5<sup>th</sup>, 2014  
(19 calendar days)
- Phase IV:** Paint doors, frames and trim beginning on the 5<sup>th</sup> Floor and working down to the Ground Floor - July 6<sup>th</sup> --- July 25<sup>th</sup>, 2014  
(19 calendar days)
- B. Contract work for East Quad will be completed in four phases. The building has been divided into four phases with specific start and completion dates. Contractor will note at the designated completion date for each phase, that all work shall be completed that was identified in the initial punch list and final punch list and all Contractor materials and tools will be removed and no longer stored on the floor that has recently been completed. This will be the point of substantial completion for each phase. Following substantial completion of each phase, the floor will be turned over to the USC Housing Facilities Operation's staff to complete their summer programs.
- C. The Contractor will be required to submit a work schedule for each section (floor) identifying tasks one week prior to the start of each phase. The schedule for each floor will include a start and completion date for prep work (including dust control measures) paint, clean up, initial punch list, substantial completion and final punch list items completed, which includes all removal of the Contractors supplies and equipment. The Contractor will be responsible for staffing the specified areas with appropriate staff and on-site supervision to ensure all work is completed on schedule. The Contractor, within his schedule, will identify the number of on-site supervisors and staffing levels required to adhere to the schedule.

### 1.04 SCOPE OF WORK

A. General

The work for each phase of East Quad shall consist of, but is not limited to, the following:

1. Remove all signage, bulletin boards and white boards (herein referred to as HPM). Store bulletin boards and white boards in area designated by Housing Project Manager for later reuse. New signage will be provided by and installed by owner.
2. Building preparation must include protection of all furniture, floors, vinyl base, hallways, stairwells, adjacent areas and areas which require protection based upon these specifications. The Contractor shall submit a written plan to control dust, protect furniture, floors, hallways, stairwells, HVAC equipment and all adjacent areas with their schedule submittal and prior to beginning the project.
3. Removal, proper storage and reinstallation of all window blinds. The Contractor is required to discreetly label blinds with the window location to ensure proper reinstallation. Upon

reinstallation, labeling is to be fully removed from the blinds. Contractor will identify, in writing, all damaged and missing blinds by location prior to starting work.

4. Removal of all existing electrical and data wall plates prior to prime/paint. The Contractor will tape over electrical receptacles and switches.
5. Paint all exposed pipe, insulation and conduit to match adjacent paint color.
6. Surface preparation of substrates as required for acceptance of paint, (including ceiling grid) including cleaning, patching, sanding and or caulking and making good surfaces and areas of all imperfections up to 2 inches in diameter.
7. Contractor will identify and submit to the Housing Project Manager a list of bathrooms with stained or missing caulk or grouting as well as provide an estimate to replace approved amounts.

**B. East Quad: 5<sup>th</sup> Floor – Ground Floor (6 floors total)**

1. Paint all resident apartments (bedrooms, bathrooms, living room, dining room and kitchen) walls, ceilings, window frames, sashes, sills, doors and door frames/trim, closet doors/frames/shelves, base boards and grilles.
2. Paint all hallways/entryways/breezeways walls, ceilings, baseboards, interior and exterior doors and door frames/trim conduit, access panels, stair railings, stair risers, and stair stringers
3. Paint lobby, classrooms, offices and all community lounges walls, pipes, closet doors/frames, window frames, sashes, sills, and soffits.
4. Paint laundry room walls, ceilings, closet doors/frames, window frames, sashes, sills, and conduit.
5. Paint all stairwell walls, ceilings, railings, stair risers, stair stringer, window frames, sashes, sills, window guards, and vent covers.
6. Paint all housekeeping closet walls, ceilings, shelves, pipes, escutcheons, exposed insulation, closet doors/frames, window frames, sashes, sills, and conduit.
7. Paint all mechanical, electrical and data rooms on each floor, taking precautions to protect all equipment and without any interruption of services. Contractor will request the Housing Project Manager to coordinate meetings with appropriate parties on campus that can explain the best way to paint these areas and protect equipment.

**1.05 PROTECTION**

- A. The Contractor shall survey and inform the Housing Project Manager of any pre-existing damage within the work areas prior to starting work. The Contractor is strongly encouraged to take pictures of items considered to be damaged prior to starting the project and submit them to the Housing Project Manager for verification and approval before making these repairs. If at any time throughout the duration of the project, damage is identified by university personnel and has not

been documented, the Contractor shall assume responsibility for any repair and/or replacement of the item.

- B. The Contractor shall be responsible for any damage to any equipment, adjacent surfaces, furniture and finishes caused by a lack of adequate protection. **Prior to starting work in any space** the Contractor will cover floors within the room. All resident room furniture shall be covered with plastic prior to performing any work. **Prior to sanding or creating dust:**

1. The Contractor will install dust barriers to prevent dust migration to bedroom entrances, halls, stairwells and corridors.
2. Stairwells, corridors and hallways will have entry mats placed to prevent the spread of dust and the hall floors and stairwells will be covered to protect them from damage.
3. All HVAC systems per floor shall be turned off, all fan coil units, HVAC return and supply vents, smoke/heat detectors will be covered with plastic to prevent dust from entering and being left on equipment coils. Failure to do could result in the smoke alarm going off. If it is determined that this is the cause for the alarm, contractor will absorb costs incurred by responding EMS Personnel.

Once sanding is complete and dust is contained HVAC units may be turned back on. The contractor is responsible for cleaning the HVAC vents and any damage acquired from sanding dust and debris.

- C. Contractor will employ wet sanding or sanding using a vacuum collection system to minimize the spread and the clean-up of dust.
- D. The Contractor shall protect adjacent surfaces, areas to be finished, and areas that have been finished, with drop cloths or other suitable means. Contractor shall replace and/or clean, at no cost to the University, any equipment, hardware, furniture or finishes damaged during painting and clean up.
- E. The Contractor will use custodial mop sinks as identified by the Housing Project Manager. **The Contractor will not be permitted to use any showers, kitchen sinks, bathroom sinks or laundry sinks to clean tools or equipment except where designated by Project Manager.** The Contractor will be responsible for any clogged lines or drains and/ or any damages to plumbing lines.
- F. **If at any time, in the opinion of the University, proper precautions have not been taken to provide adequate protection of building surfaces and furnishings, the Contractor will be advised by the Housing Project Manager of specific locations and problems and shall cease work immediately within the particular space(s) until such protections have been installed. Whether initial or supplemental protections are provided, all protection in spaces and for furnishings and finishes are at no additional cost to the University.**
- G. The Contractor shall identify in advance all instances when work, such as fabrication of materials, is required to occur outside buildings and to propose in advance how the work area will receive protection. All damage to such items resulting from the Contractor's operations shall be repaired to match existing conditions prior to damage, at no cost to the University.
- H. After completion of their work, the painting Contractor shall remove all splatters or spills from glass, tile floors including grout, carpet, cove base, VCT or other surfaces adjacent to their work. The building and the building premises shall be left in a condition that is acceptable to the Housing Project Manager.

- I. Contractor will not be allowed in any rooms not affected by this project. Upon commencement of work, all rooms not currently being worked in shall be closed to prevent the migration of any dust, dirt, or materials in adjacent areas.
- J. The Contractor shall be responsible for any water damage or vandalism to interior finishes, furniture, flooring, etc., caused by windows and exterior doors being left open. The Contractor is solely responsible for all windows and exterior doors being closed and secured at the end of each work day to prevent weather related damage or unauthorized entry to the site.
- K. The Contractor shall keep sidewalks and parking areas cleared of materials and debris at all times. The Contractor will be limited to the number of parking spaces and locations as assigned through Campus Parking/Vehicle Management. This will be coordinated through the Housing Project Manager. The Contractor should note that there may be a parking fee associated with parking on campus. It is the Contractor's sole responsibility to make sure that all fees and fines are current and paid in a timely manner.

#### **1.06 SUBMITTALS**

- A. Pre-Construction Submittals
  - 1. Within ten (10) business days of contract ratification and prior to the start of contract work the Contractor shall provide all product samples, manufacturer specifications, samples test report, and all other materials identified elsewhere in this RFP.
  - 2. The Contractor will be required to submit a detailed schedule outlining how each phase of work will be completed on time. Additionally, the Contractor will be required to submit a plan outlining dust containment and method/s of sanding.
- B. Contractor must deliver to the Housing Project Manager three (3) copies of each submittal as specified.
  - 1. Product Data: For each type of product indicated.
    - a. Product Characteristics
    - b. Surface preparation instructions & recommendations
    - c. Primer requirements and finish specification
    - d. Storage & handling requirements & recommendations
    - e. Application methods
    - f. Cautions, VOC content information
    - g. Cleaning instructions
  - 2. Samples for Initial Selection: Refer to Finish Schedule for paint colors.
  - 3. Samples for Verification: For each type of paint system and in each specified color and gloss of top coat indicated.
    - a. Submit Samples on Rigid backing, 12 inches square (manufacture draw-downs are acceptable)
    - b. Submit samples on representative samples of actual wood substrates, 8 inches square. (manufacture draw-downs are acceptable)
    - c. Label each Sample by Specification and Drawing designation.

- C. The Housing Project Manager shall provide the Contractor a decision on each submittal within five (5) workdays of each submittal's receipt. Until approval has been given, products or materials shall not be purchased, fabricated or incorporated into the work.
- D. In the event that the Housing Project Manager rejects a submittal, an alternative shall be resubmitted. When submitting a product for equivalency approval, it shall be the responsibility of the Contractor to justify in writing that a product is equivalent to the item specified. Upon approval, the Contractor may elect to procure this alternative.
- E. Invoices/Application for Payments – Contractor's invoices shall be prepared in accordance with the terms and conditions of the University's Long Form Contract. The final invoice will be paid upon completion of all work, cleaning of the project work site, final acceptance by the Housing Project Manager and required documentation as required in this Contract. Progress payments will be acceptable based on the percentage and completion of work. They generally should correspond to the completion of each phase. All requests for payment will be addressed and sent to University Housing Construction & Renovation Department, Patterson Hall, 1520 Devine Street, Columbia SC 29208.

#### 1.07 QUALITY ASSURANCE

- A. Preparation & Workmanship: Comply with requirements under Part 2 & 3 of this document for products & paint systems indicated.
- B. Mock-ups: Apply benchmark samples of each paint system indicated and each color & finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Housing Project Manager will select one surface to represent surfaces and conditions for application of each paint system as specified in Part 3.
    - a. Wall and Ceiling Surfaces & Wood Trim: Provide samples of at least 50 sq. ft which designate prime and finish coats. Adjacent wood trim to be included in mock ups.
    - b. Other Items: Housing Project Manager will designate items or areas required.
  - 2. Final approval of color selections will be based on benchmark samples. Do not proceed with remaining work until the University Housing Interior Designer approves the mock-up samples.
    - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by University Housing Interior Designer at no added cost to Owner.

#### 1.08 PROJECT MEETINGS

**A Kickoff/ Pre-Construction meeting** will be convened by the University no later than ten (10) days after start/execution of the contract and prior to commencement. This meeting will review responsibilities, personnel assignments, and items affecting project progress. The University will announce the place and time of the meeting.

- 1. Attendees: Housing Project Manager and other University personnel, Contractor Project



Manager, superintendent, subcontractors, and other individuals whose presence is required.

2. Agenda: The Contractor will distribute the agenda, in addition to the following information:
  - a. Construction schedule
  - b. Critical work sequencing
  - c. Designation of key personnel and their duties
  - d. Procedures for processing field decisions and Change Orders
  - e. Procedures for requests for informations (RFIs)
  - f. Procedures for processing Applications for Payment
  - g. Owner's occupancy requirements
  - h. Contractor storage location(s) within the building.
  - i. Proposed Contractor dumpster placement/location
  - j. Location of the Port-O-Johns
  - k. Contractor procedures for protection of surfaces, fixtures and furnishings
  - l. Security
  - m. Progress cleaning
  - n. Working hours
  - o. Minutes: The Contractor will record and submit for approval significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned.

**Progress Meetings:** The Contractor shall conduct progress meetings on **weekly** intervals. The scheduled day and time to be determined by the Housing Project Manager upon the start of the project and will be held at the job site. Also to include topics for discussion as appropriate the project status.

1. Attendees: Same as Kickoff/ Preconstruction Meeting to include any additional sub-Contractors.
2. Agenda: As required concerning the progress of the project.
3. Minutes: The Contractor shall prepare, review, correct or approve minutes of the previous progress meeting and review other items of significance that could affect progress. The Contractor shall distribute meeting minutes to all attendees.

#### **1.09 BUILDING OCCUPANCY**

- A. All resident halls will be vacant of student residents while work is scheduled to occur. However, The University reserves the right to schedule other work within the resident halls during the same period.

#### **1.10 RESTRICTIONS**

- A. Work hours are unrestricted for the duration of this project. University Housing however maintains the right to modify work hours and access to the site should the need arise. University Housing will provide proper notice to the Contractor in the event any change must be made.
- B. The Contractor is required to have a full time, English speaking, superintendent onsite daily for this project. Contractor must provide the name and daytime and after-hours contact information for the project superintendent and for at least one more senior Contractor representative (English speaking) should the project superintendent not be reachable.
- C. The Contractor will be responsible to ensure the professional conduct of their employees and subcontractors while on University property. In accordance with University Policy, sexual

harassment, discrimination and the use of alcohol or drugs is strictly forbidden. Contractor Superintendent and employees will be held accountable for any conduct that violates University Policy. Contractors will not be able to use existing bathroom facilities. Port O Johns must be provided and emptied/changed out by the Contractor or the carrier of their choosing. Portable restroom facilities will be restricted to areas designated by the Housing Project Manager. Contractors and their employees found in violation shall be removed from the job site.

- D. Proper attire must be worn at all times. Tank tops and shorts are not permitted on site.
- E. If used, the University shall approve the location of the Contractor's dumpster and exterior storage container prior to placement. Contractor will not be allowed to use any Campus dumpsters or place dumpsters on landscape, turf or block means of egress from exits or fire lanes.
- F. The Contractor shall not allow its workers and subcontractors to dispose any food waste/items into their construction dumpster to prevent potential rodent infestation of the dumpster. All food/waste items shall be removed daily from inside the buildings and disposed of off Campus.
- G. Workers are prohibited from standing on or using existing furniture (i.e., desks, desk chair, beds, etc.) in lieu of approved stepladders.
- H. Bathroom sinks, showers or tubs may not be used for the cleaning of Contractor tools and equipment, except where designated by Housing Project Manager.
- I. Contractor will not be granted access to or be allowed to perform any work or store any materials in any student bedrooms that do not require any work under this project.
- J. Contractor will not be allowed to enter any occupied student bedroom, staff apartment or staff office without a University Housing escort, assigned by the Housing Project Manager.
- K. Contractor shall not prop exterior doors open and shall ensure all windows and exterior doors are locked at the end of each work shift.
- L. The University of South Carolina is a **tobacco free campus**. The Contractor will ensure that the tobacco free policy is adhered to and enforced with regard to their employees, subcontractors and vendors.

#### Covered Individuals

The provisions of this policy apply 24 hours a day, seven days a week to all students, faculty, staff, visitors, volunteers, contractors and vendors unless otherwise noted.

1. "Tobacco and smoking products" include all tobacco-derived or containing products, including but not limited to cigarettes (i.e. clove, bidis, kreteks), electronic cigarettes, cigars and cigarillos, pipes, water pipes, smokeless tobacco products or substitutions (spit and spitless, chew, pouches, snuff) or any other device intended to simulate smoked tobacco. This does not apply to nicotine replacement therapy, which is designed to assist tobacco users to quit tobacco.
2. "University property" includes all buildings, facilities, grounds and spaces leased, owned or controlled by the University of South Carolina Columbia Campus, whether or not signs are posted. This includes, but is not limited to, buildings on university-owned land,

offices, classrooms, laboratories, elevators, stairwells, bridges and walkways, balconies, decks, restrooms, shuttle buses, shuttle bus stops, sidewalks, parking structure/areas/lots, meeting rooms, hallways, outdoor passageways and entrances, lobbies, common areas and athletic venues, including those with outdoor fixed seating.

#### Use of Tobacco Products

1. The use of tobacco products is prohibited on university property. No ashtrays, receptacles or smoking shelters will be permitted.
2. The use of tobacco products is prohibited in university-owned, operated or leased vehicles.
3. The use of tobacco products is prohibited in personal vehicles parked on university property.
4. The University of South Carolina discourages the use of tobacco products by all covered individuals on properties adjacent to the campus.

#### **1.11 BUILDING ACCESS FOR OTHER BUILDING MAINTENANCE WORK**

- A. The University may elect to schedule other work in adjacent work areas during this same summer break work period.
- B. The Housing Project Manager at the weekly progress meetings will identify in advance any work scheduled by the University to occur in any part of the building in which maintenance work is to occur.
- C. Such work may not be scheduled into individual units occupied by Contractor crews without the prior knowledge of, and acceptance given by the Contractor.
- D. Based on the nature of the work to be performed by University or Housing crews or agents, the Housing Project Manager may conduct inspections of the affected space(s) for the purpose of identifying any unwarranted conditions that could be attributable to the work of such crews.
- E. The University may also need to send staff through the building to conduct specific condition assessments and other inspections not related to this contract; however, such inspections will also be coordinated in advance via the weekly progress meetings.
- F. If at any time a situation is deemed an emergency, university personnel may access the building without notification to or approval from the Contractor and /or Housing Project Manager to perform emergency repairs or conduct critical life and structural safety inspections.

#### **1.12 UTILITIES ACCESS**

The University will provide electricity and water supply at the jobsite through existing receptacles and fixtures but without any provision which allows workers to directly tap circuit panels. The Contractor must supply his own extension cords, water hoses and other equipment as required by the work scope.

### **1.13 PARKING**

- A. All vehicles parked on campus must be head-in to the parking space. Backing in or pull-through parking is prohibited in all areas, including meters.
- B. Do not obstruct walkways, driveways or other public thoroughfares. Parking is prohibited on turf and sidewalks as well as any other areas not specifically designated for the purpose of vehicle parking as stated in policy BUSF5.50 or <http://www.sc.edu/policies/busf550.pdf>. Contractor vehicles shall not be left in fire lanes or ADA parking spaces and will be subject to, and responsible for, any and all fines.
- C. The Housing Project Manager will assist the Contractor by obtaining service permit(s) (i.e. vehicle(s) hangtag(s), identifying drop off points near the building where vehicles may be temporarily staged to facilitate the periodic off-loading of equipment, tools, and materials.

### **1.14 BUILDING ACCESS & SECURITY**

- A. Five (5) access cards for each building will be issued to the Contractor for the duration of the project. The access cards will be activated to allow the Contractor to enter the buildings, but only during approved working hours designated by the Housing Project Manager. The Contractor will be charged for all cards not returned upon completion of the project. All access cards and/or red core keys must be signed out by eh responsible party.
- B. Keys to students' rooms, offices, staff apartments, are prohibited. All Doors will be open by Housing Personnel prior to the commencement of work. The Contractor is responsible for assuring all windows and entry doors are closed and locked at the end of the workday. Maintaining security of the building shall be the Contractor's responsibility.

### **1.15 STORAGE AND HANDLING**

- A. All materials used by the Contractor shall be stored in a place designated by the Housing Project Manager. Materials stored on the site shall be arranged thereon in a neat and orderly manner as to not affect in any way any of the terms and conditions under this contract or to block exits.
- B. The University will not assume responsibility for the security of the Contractor's project materials, tools, or equipment.
- C. The above mentioned materials shall be removed and the entire site shall be cleared at the time of project completion.
- D. The Contractor shall not install any locking hardware on any portion of the building.

### **1.16 DEBRIS**

- A. All demolished material, except that listed or marked as salvage by the University for retention, becomes the property of the Contractor.
- B. Remove all project debris inside the building on a daily basis. All demolished materials shall be loaded directly on to trucks for removal or placed in contractor's dumpster (s). All required dumpsters shall be provided by the Contractor and serviced when filled.

- C. Dispose of debris legally. Do not burn on site. Do not allow debris to enter sewers. Do not let piled debris endanger the structures and trees/plants that shall remain.
- D. Suppress dust. Prevent unsanitary conditions, washouts, erosion, staining or silting of the site and adjacent property.
- E. Work in public areas inside buildings must be cleaned after the work task is completed to prevent spreading dust and debris to adjacent areas by workers. Areas must be vacuumed prior to moving to the next area. Failure to do so will result in the University hiring additional forces to perform clean up and any and all costs incurred will be the responsibility of the contractor.
- F. At the completion of the work, clean the entire areas involved in the work and leave it in an orderly condition, free of rubbish, dust and debris. The Contractor must clean all interior and exterior spaces impacted by project activities. All affected interior surfaces must be wiped down and/or vacuumed to remove all dust and debris.
- G. Use of window openings to discard debris is strictly prohibited unless proper protection is provided and approved in advance by the Housing Project Manager.

## **PART 2 - PRODUCTS**

### **2.01 GENERAL**

All materials shall come pre-mixed and pre-tinted from the factory or supplier in original, unopened container. No tinting shall occur on the site. Materials shall be thoroughly stirred. No materials shall be reduced, thinned or changed in any way except as specified in advance by the Housing Project Manager. **All paint and primers shall conform to Green Seal Standard GS-11 or GreenGuard certified for low odor and low or no VOC content.**

### **2.02 ACCEPTABLE MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Porter Paints
  - 2. PPG Architectural Finishes, Inc.
  - 3. Rose Talbert Paints
  - 4. Sherwin-Williams Company (The Basis of Design)

### **2.03 INTERIOR PAINT SCHEDULE**

**The Contractor is required to apply the necessary number of coats of paint to achieve an opaque finish; a minimum of one (1) prime coat and two (2) top coats to all surfaces. No substitution of paint manufacturer will be permitted after project bid closing.**

- A. CMU Substrates-Existing, Painted:
  - 1. All Areas (Typical) except Kitchens, Bathrooms, Laundry, Mechanical, Custodial, Electrical & Data Rooms.
    - a. Prime Coat: Premium no or low VOC, low odor, Acrylic Latex, Interior Primer ---

Sherwin Williams Pro-Mar 200 Zero VOC Interior Primer, or Equal

- b. Top-coats: Premium no or low VOC, low odor, Acrylic Enamel, Satin/Eggshell Finish --- Sherwin Williams Pro-Mar 200 Zero VOC Interior Latex Eg-Shel, or Equal

2. All Kitchens, Bathrooms, Laundry, Mechanical, *Custodial*, Electrical & Data Rooms.

- a. Prime Coat: Premium no or low VOC, low odor, Acrylic Latex, Interior Primer – Sherwin Williams Pro-Mar 200 Zero VOC Interior Latex Primer or Acrylic Adhesion Primer (LEED Compliant) B51W8050, if necessary or Equal
- b. Top-coats: Premium no or low VOC, low odor, water-based Catalyzed Epoxy, Satin/Eggshell Finish --- Sherwin Williams Pro-Industrial Zero VOC Water-based Catalyzed Epoxy, Eg-Shel Finish, or Equal

B. Drywall substrates-Existing, Painted:

1. All Areas (Typical) except Kitchens, Bathrooms, Laundry, Mechanical, Custodial, Electrical & Data Rooms:

- a. Prime Coat: Premium no or low VOC, low odor, Acrylic Latex, Interior Primer --- Sherwin Williams Pro-mar 200 Zero VOC, Latex Drywall Primer, or equal
- b. Top-coats: Premium no or low VOC, low odor, Acrylic Enamel, Satin/Eggshell Finish --- Sherwin Williams Pro-Mar 200 Zero VOC Latex, Eg-Shel Finish, or equal

2. All Kitchens, Bathrooms, Laundry, Mechanical, Custodial, Electrical & Data Rooms.

- a. Prime Coat: Premium no or low VOC, low odor, water-based Acrylic Adhesion, Interior primer--- Sherwin Williams Acrylic (LEED Compliant) Adhesion Primer B51W8050, or equal
- b. Top-coats: Premium no or low VOC, low odor, water-based Catalyzed Epoxy, Satin/Eggshell Finish --- Sherwin Williams Pro-Industrial Zero VOC Water-based Catalyzed Epoxy, or equal

3. Ceilings, unless otherwise noted.

- a. Prime Coat: Premium no or low VOC, low odor, Acrylic Latex, Interior Primer --- Sherwin Williams Pro-Mar 200 Zero VOC Latex Drywall Primer or equal
- b. Prime Coat if stains are present: Sherwin Williams Quick Dry Stain Blocking Primer B51W8070, or equal
- c. Top-coats: Premium no or low VOC, low odor, Acrylic Latex, Flat Finish --- Sherwin Williams Pro-Mar 200 Zero VOC Latex Flat, or equal

C. Wood Substrates, non-traffic surfaces, including wood trim, architectural woodwork, wood-based panel products (including Doors/Windows/Trim)-Existing, Painted:

1. All Areas (Typical) except Kitchens, Bathrooms, Laundry, Mechanical, Custodial, Electrical & Data Rooms.

- a. Prime Coat: Premium no or low VOC, low odor, Acrylic Latex, Interior Primer --- Sherwin Williams Multi-Purpose Zero VOC Latex Primer B51 Series, or equal
  - b. Top-coats: Premium no or low VOC, low odor, Acrylic Enamel, Semi-gloss Finish --- Sherwin Williams Pro-Mar 200 Zero VOC Latex Semi-Gloss Enamel, or equal
2. All Kitchens, Bathrooms, Laundry, Mechanical, Custodial, Electrical & Data Rooms.
- a. Prime Coat: Premium no or low VOC, low odor, water-based Acrylic Adhesion, Interior primer--- Sherwin Williams (LEED Compliant) Adhesion Primer B51W8050, or equal
  - b. Top-coats: Premium no or low VOC, low odor, water-based Catalyzed Epoxy, Satin/Eg-Shel Finish --- Sherwin Williams Pro-Industrial Zero VOC Water-based Catalyzed Epoxy, Eg-Shel Finish, or equal

D. Metal Surfaces, Ferrous & Non-Ferrous-Existing, Painted:

- a. Prime Coat: Premium no or low VOC, low odor, water-based Acrylic Adhesion, Primer-- - Sherwin Williams Acrylic (LEED Compliant) Adhesion Primer B51W8050, or equal
- b. Top-coats: Premium no or low VOC, low odor, Acrylic Enamel, Semi-Gloss Finish --- Sherwin Williams Pro-Mar 200 Zero VOC Latex Semi-gloss Enamel, or equal

E. Wall Plates

- 1                      Furnished by University and installed by Contractor.

**PART 3 - EXECUTION**

**3.01 GENERAL**

- A. The Contractor shall notify the Housing Project Manager, in writing, of any surface which they consider not suitable for repainting and any defects in surfaces to be painted which could affect final appearance. The Contractor should not proceed with finishing of the surfaces in question until an agreement has been reached with the Housing Project Manager regarding any problems. The starting of work on any surface shall imply that the surface has been inspected and found acceptable by the Contractor.
- B. The Contractor shall inspect all surfaces prior to painting and conduct any required testing to ensure compatibility and adhesion of primer and finish coats. The Contractor shall notify the Housing Project Manager of any surfaces/areas identified as problematic.

**3.02 PREPARATION**

- A. Drywall & CMU: Remove any dirt, tape of any kind, nails, stickers and/or film before applying paint. All scratches, dents, uneven surfaces, cracks, abrasions, holes or voids shall be filled with mortar on CMU and joint compound with drywall. Any surface repairs (touch-up) shall be free from flaws. All spot patching shall be re-primed and then entire surface will be lightly sanded using 100 grain sand paper to remove surface imperfections.

- B. Wood: Remove any dirt, tape of any kind, nails, stickers and/or film before applying paint. All scratches, dents, uneven surfaces, cracks, abrasions, holes or voids shall be filled with wood putty and/or caulking.
- C. Contractor is responsible for repair of all holes and voids within drywall, CMU and wood up to 2 inches in diameter. Each Contractor shall submit a unit cost to repair damage greater than 2 inches with bid.
- D. The Contractor shall remove and deliver to the University all electrical wall plate covers prior to starting the paint work. The Contractor shall reinstall all electrical wall plates, which will be furnished by owner at the completion of finish coat.
- E. Doors, door frames, trims and railings: All these surfaces will be cleaned to remove surface contamination with Mean Green or an equal product prior to sanding or applying any primer or paint.

### 3.04 APPLICATION

- A. The Contractor **shall not** use spray methods on any wall or ceiling finishes. The Contractor will be required to use the **roll on and/or brush method**.
- B. Contractor shall complete all needed surface preparation and cleaning as required by the Paint Manufacturer and ensure all substrates are compatible with the specified finish material. **The Contractor is required to apply the necessary number of coats of paint to achieve an opaque finish; a minimum of one (1) prime coat and two (2) finish coats to all patchwork.**
- C. All paint coats/finishes shall be evenly applied and free from sags, runs, laps, crawls, brush marks, skips, waves, variations in color or other visible defects.
- D. Products shall be applied at the proper consistency and **shall not be thinned or otherwise altered** except in accordance with the Paint Manufacturer. University Housing reserves the right to have a third party gauge and verify thickness and consistency of finish to ensure that all coats have been applied as outlined in this specification.
- F. Primers: Use only primers and undercoats that are suitable for each surface to be covered and that are compatible with required finish coat. All primers shall be tinted to match the coordinating finish coat color.
- G. As work is completed, the Contractor will be responsible to ensure that all moving parts and hardware of the window sashes, window security screens and doors are not painted in such a way that the components will not open, close and lock or otherwise operate properly and free of restriction.
- H. NO thinners or additives shall be added to any manufacturer's painting materials (used on this project) before or during application to the surfaces to be painted.
- I. The Contractor shall provide and use any additional lighting and or work lights needed to properly light the space for quality assurance.



### 3.04 PUNCHLIST INSPECTIONS

#### A. Punch list in phases:

1. The inspection leading to the creation of the Preliminary Punch List.
2. The inspection of the Final Punch List by the University Housing Project Manager.

B. The inspection by the Housing Project Manager leading to the creation of the Preliminary Punch list for each phase floor must be requested at least two days in advance and in writing by the Contractor. This written request by the Contractor must state that, to the Contractor's knowledge, this phase/floor is fully completed in conformance with contract specifications and requirements. The Contractor is required to submit a copy of their completed punch list inspection prior to requesting the Preliminary Punch list.

C. After receipt of the Preliminary Punch List, the Contractor shall have three (3) days before the University Housing Project Manager will automatically inspect completion of the Final Punch List items. Items remaining incomplete on the Final Punch List at the time of this last inspection, may, at the University's discretion, be taken over, completed by the University and charged to the Contractor for expenses incurred.

D. All glass window panes must be **FREE** of grease from **GLAZING COMPOUNDS, PAINT SPLATTERS OLD & NEW** and **CAULKING COMPOUNDS** upon **COMPLETION** of **WINDOWS**.

E. All windows must be operational, (the University must be notified in writing of any windows painted shut before being primed/finished), all security screens must be closed and locked and all insect screens must be reinstalled before the Contractor may request the inspection leading to the creation of the Preliminary Punch List.

The University may require the Contractor to perform a one-time call back to the jobsite to open stuck window sashes.

F. Contractor shall place furniture back as per the furniture layout plan.

G. Retainage of a minimum of 5% of the per building cost or 200% of the cost of remaining work (whichever is greater) shall be withheld, by the University until completion of the Final Punch List by the Contractor, and final building acceptance is completed in writing, to the Contractor.

H. Final building acceptance shall also establish the substantial completion and start date of the one (1) year warranty period.

#### IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

**Bidders must provide written evidence that they have qualified staff members that will be assigned to do the interior painting services if awarded contract. Each qualified staff member that will be assigned to do the interior painting services must have 5 or more years of experience in performing painting services at buildings similar in size and type to East Quad dormitory. Written evidence can include, but is not limited to, blind resumes of staff members that will be performing the painting services, professional references for those staff members from customers for whom they have performed same or similar painting services as described in the solicitation, etc.**

#### MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business?  Yes  NO

Is the bidder a Minority Business certified by another governmental entity?  Yes  NO

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?  Yes  NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

#### V. Qualifications

##### SPECIAL QUALIFICATIONS

**Bidders must assign their staff members to perform the painting services if awarded contract from the solicitation. Bidders' staff members assigned to perform the painting services must have 5 or more years of experience in performing painting services at buildings similar in size and type to East Quad dormitory.**

QUALIFICATION OF OFFEROR (JANUARY 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

## **VI. Award Criteria**

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

## **VII. Terms and Conditions - A. General**

ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JAN 2006): (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 the Using Governmental Unit. 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 State 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 State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JAN 2006): 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.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006): (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 [e.g., 11-35-1520(8) or 11-35-1530(6)], 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 state'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 State 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) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate 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 located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's 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 the 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 the 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 as the Notice Address on Page Two 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.

**EQUAL OPPORTUNITY (JAN 2006):** 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.

**FALSE CLAIMS (JAN 2006):** According to the S.C. Code of Laws § 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.

**FIXED PRICING REQUIRED (JAN 2006):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**NON-INDEMNIFICATION (JAN 2006):** Any term or condition is void to the extent it requires the State to indemnify anyone.

**NOTICE (JAN 2006):** (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. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**PAYMENT & INTEREST (MAY 2011):** (a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

**PUBLICITY (JAN 2006):** Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**PURCHASE ORDERS (JAN 2006):** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services 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. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**SETOFF (JAN 2006):** The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State'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 state with regard to this contract, any other contract

with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

**SURVIVAL OF OBLIGATIONS (JAN 2006):** 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.

**TAXES (JAN 2006):** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**THIRD PARTY BENEFICIARY (JAN 2006):** 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.

**WAIVER (JAN 2006):** The State 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 State's rights under this Contract. Any waiver must be in writing.

## **VII. Terms and Conditions - B. Special**

**HIPAA LAW:** The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

**PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT -** The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

CHANGES (JAN 2006):

(1) 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 [State] 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.

(2) 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 State 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 State 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.

**CONFERENCE – PRE-PERFORMANCE:** Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within ten (10) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense .

**CONTRACTOR'S LIABILITY INSURANCE (JAN 2006):** (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) 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, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state 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 state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (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 state 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.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit 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.

(6) The state'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.

**Insurance Requirements: The successful bidder must provide a copy of its liability insurance certificate within ten (10) days upon the posting of the intent to award or the statement of award.**

CONTRACTOR PERSONNEL (JAN 2006): 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.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): 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.

DEFAULT (JAN 2006):

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual

capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

**DISPOSAL OF PACKAGING (JAN 2006):** 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.

#### **INDEMNIFICATION -- THIRD PARTY CLAIMS (NOV 2011)**

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

#### **ILLEGAL IMMIGRATION (NOV. 2008)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) 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 State 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. [07-7B097-1]

**LICENSES AND PERMITS (JAN 2006):** 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.

**MATERIAL AND WORKMANSHIP (JAN 2006):** 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.

**PRICE ADJUSTMENTS (JAN 2006):** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

**PRICING DATA – AUDIT – INSPECTION (JAN 2006)** [Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

**RELATIONSHIP OF THE PARTIES (JAN 2006):** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**STORAGE OF MATERIALS (JAN 2006):** Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation.

**SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009):** If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the

State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

**SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009):** If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

**TERMINATION FOR CONVENIENCE (JAN 2006):** (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. 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.

(2) 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 State 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 State 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 State 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 Section 11-35-1830 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 State, 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 state'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.

**WARRANTY – STANDARD (JAN 2006):** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

**VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

**LOT 1: ITEMS 1-10**

**Commodity (Material)**

Item	Qty	Unit of Measure	Description	Unit Price
1	1	Job	Materials required for providing interior painting of East Quad Phase I as specified.	\$ _____

Manufacturer: \_\_\_\_\_ Product #: \_\_\_\_\_

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price
2	1	Job	Materials required for providing interior painting of East Quad Phase II as specified.	\$ _____

Manufacturer: \_\_\_\_\_ Product #: \_\_\_\_\_

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price
3	1	Job	Materials required for providing interior painting of East Quad Phase III as specified.	\$ _____

Manufacturer: \_\_\_\_\_ Product #: \_\_\_\_\_

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price
4	1	Job	Materials required for providing interior painting of South Quad Phase IV as specified.	\$ _____

Manufacturer: \_\_\_\_\_ Product #: \_\_\_\_\_

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price
5	1	Job	Materials required for providing interior painting of East Quad Phase V as specified.	\$ _____

Manufacturer: \_\_\_\_\_ Product #: \_\_\_\_\_

Resident Vendor Preference \_\_\_\_\_  
 SC End Product Preference \_\_\_\_\_  
 US End Product Preference \_\_\_\_\_

**NOTE: The commodity preferences do not apply to a single unit of an item with a price in excess of \$50,000 or a single award with a total potential value in excess of \$500,000. [11-35-1524(E)(2)]**  
**Please refer to the preference clauses listed in the terms and conditions of this solicitation to ensure that you qualify to select the above preferences.**

**SERVICE (Labor)**

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
6	1	Job	Labor and material required for the interior painting of East Quad Phase I as specified.	\$ _____	\$ _____

Resident Contractor Preference \_\_\_\_\_  
 Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_  
 Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
7	1	Job	Labor and material required for the interior painting of East Quad Phase II as specified.	\$ _____	\$ _____

Resident Contractor Preference \_\_\_\_\_  
 Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_  
 Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
8	1	Job	Labor and material required for the interior painting of South Quad Phase III as specified.	\$ _____	\$ _____

Resident Contractor Preference \_\_\_\_\_  
 Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_  
 Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
9	1	Job	Labor and material required for the interior painting of East Quad Phase IV as specified.	\$ _____	\$ _____

Resident Contractor Preference \_\_\_\_\_  
 Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_  
 Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
10	1	Job	Labor and material required for the interior painting of East Quad Phase V as specified.	\$ _____	\$ _____

Resident Contractor Preference \_\_\_\_\_  
 Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_  
 Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

**Note:**

The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E)(3)]

Please refer to the preference clauses listed in the terms and conditions and instructions to offerors sections of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for preferences requested above:

- 1) Identify the subcontractor(s) to perform the work:
- 2) Identify the work the subcontractor(s) is to perform:
- 3) Bidder's factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement.

TOTAL for LOT I - Items 1-10 = \$ \_\_\_\_\_

**LOT II: SERVICE CONTRACTS**

**DAMAGE REPAIR (IF/WHEN APPLICABLE)**

Provide labor and material to repair damage greater than 2inches in hourly rates. The actual charges for this request will be based on the actual site hours and actual events serviced each year based on the hourly charge quoted.

	<u>Mon-Fri</u>	<u>Overtime / Sat-Sun</u>	<u>Holidays</u>
Item 1: Hourly Charge Damage			
Repair – <b><u>Laborer</u></b>	\$ _____	\$ _____	\$ _____
Resident Contractor Preference	_____	_____	_____
Resident Sub-Contractor Preference (2%)	_____	Number of Sub-Contractors _____	_____
Resident Sub-Contractor Preference (4%)	_____	Number of Sub-Contractors _____	_____
Item 2: Hourly Charge for Damage			
Repair – <b><u>Supervisor</u></b>	\$ _____	\$ _____	\$ _____
Resident Contractor Preference	_____	_____	_____
Resident Sub-Contractor Preference (2%)	_____	Number of Sub-Contractors _____	_____
Resident Sub-Contractor Preference (4%)	_____	Number of Sub-Contractors _____	_____

**IX. ATTACHMENTS TO SOLICITATION**

- 1. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
- 2. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING**
- 3. OFFEROR'S CHECKLIST**
- 4. UNIVERSITY HOUSING POLICY FOR USE OF KEYS, ACCESS CARDS, AND BUILDING SECURITY FOR CONTRACTORS AND VENDORS**

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

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Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at [www.sctax.org](http://www.sctax.org).

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.





STATE OF SOUTH CAROLINA  
 DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
 REGISTRATION AFFIDAVIT  
 INCOME TAX WITHHOLDING**

**I-312**  
 (Rev. 5/7/04)  
 3323

**The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:**

1. Name of Nonresident Taxpayer: \_\_\_\_\_
2. Trade Name, if applicable (Doing Business As): \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Federal Identification Number: \_\_\_\_\_
5. Hiring or Contracting with: \_\_\_\_\_  
     Name: \_\_\_\_\_  
     Address: \_\_\_\_\_
- Receiving Rentals or Royalties From: \_\_\_\_\_  
     Name: \_\_\_\_\_  
     Address: \_\_\_\_\_
- Beneficiary of Trusts and Estates: \_\_\_\_\_  
     Name: \_\_\_\_\_  
     Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with

**(check the appropriate box):**

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)

\_\_\_\_\_  
 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)

\_\_\_\_\_  
 Date

If Corporate officer state title:

\_\_\_\_\_  
 (Name - Please Print)

**Mail to:** The company or individual you are contracting with.

# OFFEROR'S CHECKLIST

## *AVOID COMMON BID/PROPOSAL MISTAKES*

Review this checklist prior to submitting your bid/proposal.  
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.  
Responsiveness will be evaluated against the solicitation, not against this checklist.  
You do not need to return this checklist with your response.

**University Housing**  
**POLICY FOR USE OF KEYS, ACCESS CARDS, AND BUILDING SECURITY**  
**for Contractors and Vendors**

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Contractor may not use, distribute, manufacture, duplicate, or possess keys capable of being used in locks in or on real property that the State owns or leases..." unless authorized to do so. The University will refer any person who violates this law to USCPD. The University may recall keys and/or access cards from Contractors and vendors, terminate work, and/or deny future access to residence halls if mismanagement of keys and/or access cards or other building security breaches are observed.

**Additionally, individuals who lose keys and/or access cards may be financially responsible for all associated costs required to restore security including lock core changes and re-keying. (Loss of a building master key will result in approximately \$20,000 in lock core change and re-keying costs.)**

Each individual Contractor or vendor employee who will obtain and use keys must be authorized by name to do so. Individuals can be authorized on a *case-by-case* or *day-by-day* basis by the University Housing Project Manager who has engaged their services, or can be *approved in advance* by the manager for a specified period of time. The University Housing Project Manager cannot issue keys or access cards to Contractor or vendor employees who are not authorized by a manager to receive them.

Before obtaining any keys and/or access cards from University Housing Project Manager individual Contractor and vendor employees must review, sign, and agree to comply with this policy.

**Keys and Access Cards:**

1. The Contractor or vendors employee must present acceptable photo identification each time keys and/or access cards are obtained from the University Housing Project Manager, (e.g. license, company ID, etc.)
2. Keys and/or access cards are issued for short-term use and must be returned to Contractor each day at the end of the work-shift.
3. Keys are issued with a key control device that must be worn securely as intended, on a belt.
4. Keys issued to Contractors and vendors may not be taken off-campus at any time. Contractors who intend to leave campus for any reason, including meal breaks or to obtain materials and supplies, must return keys to the Construction and Renovations for University Housing office in Patterson Hall before leaving campus.
5. The individual Contractor or vendor employee who borrowed and signed for the keys must keep them in his or her possession all times until returning them to the University Housing Project Manager. The individual may not loan keys and/or access cards to others, including co-workers, even for brief periods of time. (If more than one employee requires the use of keys and/or access cards, each employee must visit the Construction and Renovations for University Housing office to sign out their own keys and/or access cards. The same employee who signed keys must return them.)
6. Keys and/or access cards may not be duplicated or reproduced.
7. Keys and/or access cards and key control devices may not be marked in any manner.
8. Individuals who lose a key or access card should search for the missing key or card before leaving the site. Key or card loss must be reported to University Housing Project Manager within 15 minutes of discovering the loss.
9. University Housing Project Manager may elect to provide an attendant/escort to accompany Contractors for work in occupied bedrooms, suites, and apartments. On occasions when a Contractor or vendor is approved to use a master key to enter occupied student spaces on his own, the Contractor or vendor must obtain a signature (on a key slip) from a Housing Project Manager each time the key is issued.

**Entering, Exiting, and Securing Our Buildings:**

10. When entering or exiting the residence halls, vendors and Contractors shall not permit anyone, except his or her co-workers, to enter through a door he or she has opened or unlocked. Do not permit residents, strangers, or University staff to tailgate behind you.
11. Entrance doors must be kept secured at all times and may not be propped open, unlocked, unsecured, and unattended. Do not tamper with or disable locks, sirens, or other door security equipment.

12. Before entering any residence hall bathroom, bedroom, suite or apartment, knock loudly several times and wait at least 15 seconds for a response. Explain to anyone present who you are and the nature of your business. If no response after three attempts (knock – wait - knock – wait – knock – wait), proceed to use a key to enter. Always lock the door when you leave.
13. Contractors' must check out a key or access card prior to entering any residence hall or. Contractors may not simply show up and ask for admittance.

**I have read, understand, and agree to comply with this policy:**

\_\_\_\_\_  
Employee's Name (Print Last, First)

\_\_\_\_\_  
Driver's License Number State

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

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

Employee's Office Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Employee's Cell Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Name of Employee's Supervisor: \_\_\_\_\_

Supervisor's Office Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Supervisor's Cell Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
Signature Date