 UNIVERSITY OF SOUTH CAROLINA	INVITATION FOR BID	Solicitation Number	USC-IFB-2601-LW
		Date Issued	May 1, 2014
		Date Posted	May 1, 2014
		Procurement Officer	Lana Widener
		Phone	803-777-7776
E-Mail Address	llw@mailbox.sc.edu		

DESCRIPTION: **Allendale Conference Center Interior Painting– USC Salkehatchie**

USING GOVERNMENT AGENCY: **UNIVERSITY OF SOUTH CAROLINA**

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

SUBMIT OFFER BY: (Opening Date/Time): **May 13, 2014, 3:00 pm** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **May 9, 2014, 10:00 am** 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:

MAILING ADDRESS:	PHYSICAL ADDRESS:
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

CONFERENCE TYPE: Non-Mandatory Site Visit DATE & TIME: Thursday, May 8, 2014, 10:00 AM As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: USC Salkehatchie Campus 213 Academy Street Allendale, SC 29810
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on May 15, 2014 . The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu
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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.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <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 _____ <small>(See "Signing Your Offer" provision.)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>		
TITLE <small>(Business title of person signing above)</small>		
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE SIGNED	

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

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p align="right">_____ Area Code -</p> <p align="right">Number - Extension Facsimile</p> <p align="right">_____ E-</p> <p>mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address (check only one)</p>
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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

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>____ Calendar Days (%)</p>
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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. ***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 vendors to provide all labor, materials and equipment to paint two exterior entrance canopies (25'x12" each) and interior of the Allendale Conference Center (9,145sf) at USC Salkehatchie in accordance with all 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.

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.gov/coderegs/statmast.php>

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 (NOV. 2008): (An overview is available at 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)

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/closings>

SUBMITTING REDACTED OFFERS (FEB 2007): You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at 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-2601-LW

Title: Allendale Conference Center Interior Painting– USC Salkehatchie

Attn: Lana Widener

QUESTIONS MAY BE E-MAILED TO: llw@mailbox.sc.edu

FAXED TO: 803-777-2032

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]

DISCUSSIONS WITH BIDDERS (JAN 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.

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

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.

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).

PROTEST - CPO MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to 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. [02-2B122-1]

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: May 8, 2014, 10:00 am
Location: USC – Salkehatchie Campus
213 Academy Street
Allendale, SC 29810

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item. [02-2B170-1]

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.

Furnish all labor, materials, labor supervision, tools, equipment and/or any special equipment needed to paint two exterior entrance canopies (25'x12" each) and interior of the Allendale Conference Center (9,145sf) in accordance with all requirements stated herein.

GENERAL DESCRIPTION:

The University of South Carolina (USC) Salkehatchie Campus is accepting bids to paint the two covered entrances and interior of its Allendale Conference Center. This scope of work only pertains to the main assembly area and the two entrances. The dimensions of the Conference Center are roughly 103'-4" by 88'-6", and the two entrances are roughly 25' by 12' each. This document contains information for the requirements along with supporting photographs and a floor plan of the areas to receive paint. Only the areas highlighted in yellow are included in this scope of work. Please note that these are the minimum requirements for both workmanship and product specifications. The contractor will be responsible for meeting or exceeding the general requirements.

This project contains the removal and exposure to existing Lead Base Paint. Please review with this document all hazardous material laboratory reports identifying all lead base paint. Where removal is required contractor

must not use any mechanical means for abatement. Scraping is the only approved method for removal. Area where flaking, peeling, and cracking are evident must be prepped to receive new paint coating. Contractor must use a pre-approved product for stripping areas that require lead base paint to be completely removed. See PEELAWAY product specifications included in this manual as a pre-approved product for removal. All removed lead base paint chips and debris must be collected in a sealable container away from outdoor elements. Container must be properly identified as hazardous waste and must be disposed of by all USC, OSHA, SCDHEC, and EPA regulations at an approved dump. USC will pick up and dispose of all collected paint removed regardless if it tested positive or negative for lead. See substance data sheet for occupational exposure to lead. Each employee working on this project will be required to sign this form and submit to USC. A written plan for lead base paint removal must also be submitted in writing to USC prior to any work beginning.

Materials and products listed in this manual establish a standard of required function, dimension, appearance and quality to be met by a proposed substitution.

SUBSTITUTIONS ARE ALLOWED BUT MUST BE SUBMITTED WITH BID TO BE CONSIDERED BY USC.

NOTE – Contractor to submit all product specification and data sheets along with MSDS information for each product used.

SCHEDULE:

Work must be completed between June 30, 2014 and July 31, 2014. Working hours will be Monday through Friday 7:00 AM to 5:00 PM, excluding holidays.

SPECIFICATIONS

NOTE: Photos of Existing Site, attached.

Covered Entrance Painting Requirements:

- Tape-off, cover, and protect the floor and walls during painting along with any other areas that are not to receive paint. When using a lift or scaffolding, protect the concrete floor from scratches and other damage. Protect all landscaping from overspray and damage.
- The only areas to be painted are the ceilings, including the underside of the metal roof, the exposed metal framing, and the metal support columns. Surface mounted conduit can also be painted.
- Scrape and remove any loose paint as needed especially in areas containing rust.
- Removed paint must be collected and treated as hazardous waste and disposed of accordingly.
- Hazardous material lead base paint reports are attached. Address the existing paint per USC, OSHA, DHEC, and EPA requirements.
- Clean and prepare all surfaces to be painted in accordance with the manufacturer's instructions for each particular substrate condition and as specified.
- Prime all unfinished items to be painted. Provide barrier coat over incompatible primers or remove and re-prime. Contractor is responsible for verifying existing oil based and latex paint on previously painted items. These items must be primed and painted accordingly to prevent future flaking and peeling.
- Exterior lights needs to be protected.
- All areas to be painted are to receive two finish coats.
- Primer and Paint to be Valspar Medallion or equal.

- Paint color and sheen to match existing.
- Provide USC color sample of selected product along with a 2' X 2' test area for visual approval.

Interior Painting Requirements:

- Tape-off, cover, and protect the floor during painting along with any other items that are not to receive paint. When using a lift or scaffolding, protect the concrete floor from scratches and other damage.
- The Contractor is responsible for protecting the stage and curtain during painting.
- The only areas to be painted are the walls, doors, and trim in the Assembly Area—areas that were previously painted. This can include receptacle boxes and covers, exposed surface mounted conduit, steel support beams and tension cables that have received paint previously, and return grills.
- All ductwork is to be painted along with any conduit and braces attached to the walls.
- The ceiling and floor are not to receive painting. Other items that are not to receive painting are the actual receptacles, irrigation controls, security sensors and keypad, exit signs and interior security lights, panic bars and door hardware on the doors not previously painted.
- Scrape and remove any loose paint as needed especially in areas containing rust.
- Removed paint must be collected and treated as hazardous waste and disposed of accordingly.
- Hazardous material lead base paint reports are attached. Address the existing paint per USC, OSHA, DHEC, and EPA requirements.
- Clean and prepare all surfaces to be painted in accordance with the manufacturer's instructions for each particular substrate condition and as specified.
- While cleaning the walls, the overhead metal beams and joists and insulation are to be cleaned as well. Remove all dust, dirt, and debris.
- Prime all unfinished items to be painted. Provide barrier coats over incompatible primers or remove and re-prime. Contractor is responsible for verifying existing oil based and latex based paint on previously painted items. These items must be primed and painted accordingly to prevent future flaking and peeling.
- All areas to be painted are to receive two finish coats.
- Primer and paint to be Valspar Medallion or equal. The sheen is to be "Eggshell."
- All interior areas are to be painted the same color. Contractor will be required to provide 2'x2' painted samples and must be placed on the walls for approval by USC Salkehatchie prior to painting. Two samples to be painted are to match Benjamin Moore "Navajo White" #947 and Benjamin Moore "Wood Ash" #1065. Other samples may be requested at the contractor's expense.
- The Contractor is responsible for passing final inspection by the designated University representative before final payment is authorized.

LEAD BASED PAINT

A lead survey was performed by USC, see attached.

In areas that tested positive for lead where the paint is not peeling and does not need to be scraped, the lead paint can be encapsulated. In all areas—regardless if they tested positive or negative for lead—all paint chips are to be collected by the Contractor and disposed of in accordance with EPA regulations. Hazardous waste containers or bags can be provided by USC Salkehatchie. USC Salkehatchie will be responsible for disposing of these bags and containers off site.

CLEAN UP

The work site is to be cleaned up and materials to be stacked neatly at the end of each day. All construction trash and debris is to be hauled off site by the Contractor.

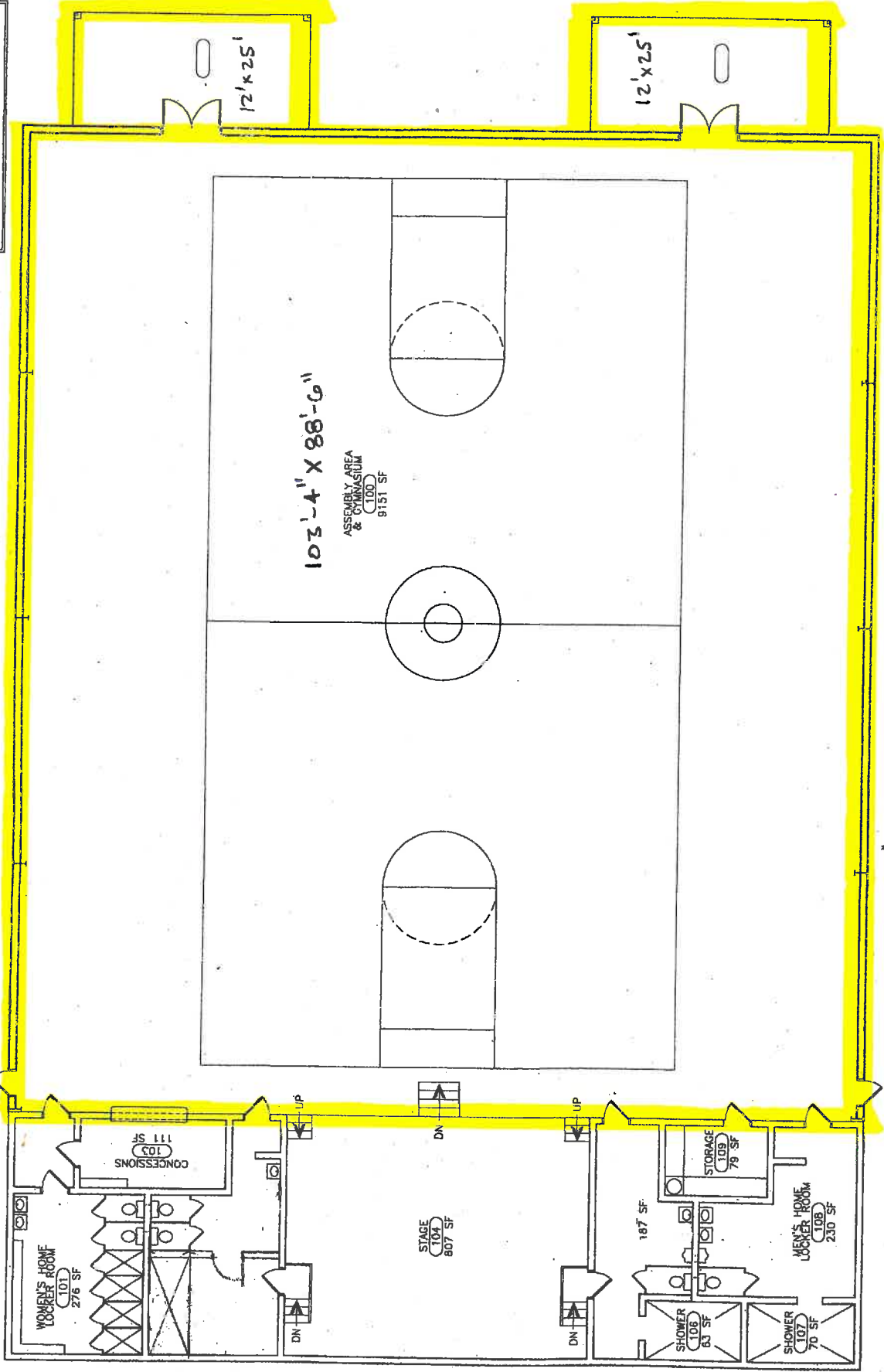
DAMAGE TO STATE PROPERTY BY CONTRACTOR

Extreme care shall be exercised to avoid damaging trees, shrubs, plants, containers, buildings, or other structures. If any of the above is damaged or destroyed due to negligence of the Contractor, they shall be repaired or replaced at no cost to the University.

SAFETY PRECAUTIONS

The contractor shall be responsible for the safety and health of all workers on the job and shall comply with all applicable provisions of the Occupational Safety and Health Act.

NET SQUARE FOOTAGE 11,283
GROSS SQUARE FOOTAGE 11,281
NET SQUARE FOOTAGE, GROSS SQUARE FOOTAGE LESS AREA OF WALLS, COLUMNS, CORRIDORS, STAIRS, ELEVATORS, MECHANICAL ROOMS, AND OTHER AREAS NOT INCLUDED IN NET SQ. FT. NET SQUARE FOOTAGE, GROSS SQUARE FOOTAGE, AND GROSS SQUARE FOOTAGE, LESS AREA OF WALLS, COLUMNS, CORRIDORS, STAIRS, ELEVATORS, MECHANICAL ROOMS, AND OTHER AREAS NOT INCLUDED IN NET SQ. FT. INCLUDING THICKNESS OF EXTERIOR WALLS AND ALL FINISHES, INCLUDING ROOFING, SHALL BE AS SHOWN ON THIS FLOOR CEILING HEIGHT.



FIELD VERIFY DRAWING

101
FIRST FLOOR PLAN - 854
SCALE: 1/4" = 1'-0"

- DRAWING NOT TO SCALE
- DIMENSIONS ARE APPROXIMATE

GENERAL DESCRIPTION

This durable wall enamel protects with a 100% acrylic coating for long lasting interior beauty. The eggshell finish provides a low sheen that resists stains and fingerprints. Dries quickly and cleans up easily with soap and water.

PRODUCT FEATURES

- 100% acrylic durability
- Stain resistant
- Washable
- Paint and primer in one product
- Mildew resistant finish
- Dries quickly
- Soap and water cleanup
- Low odor
- Zero VOC†

RECOMMENDED USES

- Plaster
- Wood
- Brick
- Drywall
- Cement
- Metal

SHIPPING AND PACKAGING

Freight Classification:

Paint or paint related material. Protect from freezing.

Packaging:

Quart – 4 per carton
Gallon – 4 per carton
5 gallon pail

Case Weight: 12.5–47 lbs.

COMPOSITION

Base and Fill Levels

	(oz./gal.)
White	128
Pastel Base (4408)	126
Tint Base (4402)	124
Clear Base (4405)	116

APPLICATION AND CLEANUP

Stir paint thoroughly. Intermix containers to ensure uniform color. Apply with a premium-quality roller, polyester brush or airless sprayer. Paint the ceiling first, then the walls. If applying by roller, roll from dry area into wet area using firm, crisscross strokes. Finish with long, even strokes in one direction. Note: Some deep or bright colors may require an additional coat to obtain complete hide. Surface conditions and application technique can also impact coverage. Clean up with warm, soapy water.

Airless Spray:

Pressure: 2000 PSI

Tip: 0.017–0.019"

Brush: Premium-quality polyester

Roller: Premium-quality roller 3/8" nap

SYSTEM

RECOMMENDATIONS

Plaster:

Self-priming

1–2 Coats: Medallion Interior Latex Eggshell Paint

Wood:

Self-priming

1–2 Coats: Medallion Interior Latex Eggshell Paint

Brick:

1 Coat: Block filler

1–2 Coats: Medallion Interior Latex Eggshell Paint

Drywall:

Self-priming

1–2 Coats: Medallion Interior Latex Eggshell Paint

Cement:

Self-priming

1–2 Coats: Medallion Interior Latex Eggshell Paint

Metal:

1 Coat: Valspar® Anti-Rust Primer

1–2 Coats: Medallion Interior Latex Eggshell Paint

PRODUCT SPECIFICATIONS

Vehicle Type: Acrylic resin

Pigment Type: Titanium Dioxide

Viscosity: 94–100 Krebs Units

Sheen: 10–20 Units @ 85° angle

Flashpoint: 205 °F

VOC (g/L): 0 g/L†

VOC (lbs./gal.): 0.0

Volume Solids: 38%

Weight Solids: 52%

Weight Per Gallon: 10.9 lbs./gal.

Practical Coverage: Covers up to 400 ft² / gal (37 m²) depending on surface porosity.

Thinning: Thin only for spray application with up to 8 oz. of water per gallon of paint.

Recommended Film Thickness:

4.0 mil Wet 1.5 mil Dry

Dry Time @ 77 °F and 50% Relative Humidity

To The Touch: 30–60 minutes

Recoat: 2–4 hours

Washing Instructions: Wait 7 days before

washing with a mild detergent and soft sponge.

Application Temperature: 50–90°F (10–32°C)

Storage Temperature: 40–90°F (5–32°C)

†Base paint contains 0 g/L VOC as calculated within the margin of error by EPA Method 24.

Colorants added to this product may significantly increase VOCs.

CERTIFICATIONS

Current as of: 3/14/2014

MPI #	N/A
MPI GPS 1	N/A
MPI GPS 2	N/A
LEED (US)	Yes
LEED (Canada)	Yes

REGULATORY COMPLIANCE

Current as of: 3/14/2014

SCAQMD	Yes
CARB 2000 SCM	Yes
CARB 2007 SCM	Yes
OTC/LADCO	Yes
US National	Yes

SURFACE PREPARATION

General:

Read the Lead Warning paragraph. Thoroughly clean the surface and allow to dry. Remove wallpaper and loose, peeling paint. Remove gloss from shiny surfaces. Patch cracks and spot prime. Medallion[®] paint can be used to prime patched areas and bare surfaces before applying the finish coat. For best results on heavily stained areas, use a coat of Valspar[®] Medallion[®] Interior Latex Primer. For drastic color changes or deep, vivid colors, prime with Valspar[®] Medallion[®] Tintable Primer for optimal color accuracy and coverage.

Plaster:

Allow new plaster to fully cure and sand smooth. Remove all sanding dust. Spot prime with before applying the finish coat.

Wood:

Sand wood smooth and patch holes and imperfections with wood filler or putty and sand smooth. Remove all sanding dust. Spot prime new or bare surfaces before applying the finish coat.

Brick:

Masonry surfaces and mortar should be fully cured, usually 30 days. Remove all loose material or dust. Fill pores of bare concrete block with Block Filler before applying the finish coat.

Drywall/Wallboard:

Fill cracks, pits and voids with patching compound, let cure and sand smooth. Remove all sanding dust. Spot prime new or bare surfaces before applying the finish coat.

Cement/Concrete:

New concrete, masonry surfaces and mortar should be cured, usually 30 days. Remove all form release or curing agents. Remove all loose material or dust. Spot prime soft concrete or masonry surfaces should before applying the finish coat.

LEAD WARNING

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

LIMITED WARRANTY

This product is warranted to meet the application, appearance and performance properties stated on the label. This warranty covers product that is applied to a properly prepared surface in accordance with label directions and excludes failure due to deterioration of the underlying surface, structural defects or failure of previous paint. If the product fails to perform as warranted, return any unused portion to the store with proof-of-purchase and you will receive, as your sole remedy under this warranty, your choice of additional product of equal value or a full refund. THIS WARRANTY EXCLUDES LABOR OR THE COST OF LABOR FOR THE APPLICATION OF ANY PRODUCT AND EXCLUDES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific rights, and you may also have other rights that vary from state to state.

CAUTIONS

WARNING! Contains Crystalline Silica. **KEEP OUT OF THE REACH OF CHILDREN.** May cause eye and skin irritation. **Use only with adequate ventilation.** Avoid breathing vapors, spray mist or sanding dust. If painting indoors, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headache or dizziness, or if air monitoring demonstrates vapor/mist levels are above applicable limits, wear an appropriate, properly fitted respirator (NIOSH approved) during and after application. Follow respirator manufacturer's directions for respirator use. When sanding, wear a dust mask. Avoid contact with eyes and skin. Wash thoroughly after handling. Close container after each use. **DO NOT TAKE INTERNALLY.** Delayed effect from long-term exposure: Cancer hazard. Contains crystalline silica, which can cause cancer. Risk of cancer depends on duration and level of exposure to dust from sanding surfaces or spray mist. **WARNING:** This product contains a chemical known to the State of California to cause cancer. **First Aid: Eye Contact:** Immediately flush with plenty of water for at least 15 minutes. If irritation persists, get medical attention.* **If Inhaled:** If affected by inhalation of vapor or spray mist, move to fresh air. If breathing difficulty continues, get medical attention.* **If Swallowed:** Drink 2 glasses of water. Get medical attention immediately.*

*Call poison control center, hospital emergency room or physician immediately.

UCL 3.1

For additional safety and chronic health hazard information, refer to the Material Safety Data Sheet for this product.

EMERGENCY MEDICAL TELEPHONE: 1-888-345-5732

This product contains 0 g/L VOC[†]

†Base paint contains 0 g/L VOC as calculated within the margin of error by EPA Method 24. Colorants added to this product may significantly increase VOCs.

8725 W. Higgins Rd., Chicago, IL 60631

877.825.7727

valsparpaint.com

Revised: 3/14/14

Version: 4400E

Reading No	Time	Type	Duration	Units	Sequence	Component	Substrate	Side	Condition	Color
786	4/10/2014 10:06	PAINT	2.15 mg / cm ^2	Final	calibrate					
787	4/10/2014 10:07	PAINT	1.43 mg / cm ^2	Final	WALL	METAL			INTACT	WHITE
788	4/10/2014 10:07	PAINT	1.28 mg / cm ^2	Final	WALL	METAL			INTACT	WHITE
789	4/10/2014 10:07	PAINT	1.14 mg / cm ^2	Final	WALL	METAL			INTACT	WHITE
790	4/10/2014 10:08	PAINT	1 mg / cm ^2	Final	WALL	METAL			INTACT	WHITE
791	4/10/2014 10:08	PAINT	2.15 mg / cm ^2	Final	WALL	METAL			INTACT	WHITE
792	4/10/2014 10:09	PAINT	1.01 mg / cm ^2	Final	WALL	STUCCO			INTACT	WHITE
793	4/10/2014 10:09	PAINT	6.58 mg / cm ^2	Final	WALL	STUCCO			INTACT	WHITE
794	4/10/2014 10:11	PAINT	7.89 mg / cm ^2	Final	WALL	STUCCO			INTACT	WHITE
795	4/10/2014 10:12	PAINT	2.86 mg / cm ^2	Final	WALL	STUCCO			INTACT	WHITE
796	4/10/2014 10:12	PAINT	5.13 mg / cm ^2	Final	WALL	STUCCO			INTACT	WHITE
797	4/10/2014 10:13	PAINT	4.85 mg / cm ^2	Final	WALL	STUCCO			INTACT	WHITE
798	4/10/2014 10:13	PAINT	5.43 mg / cm ^2	Final	WALL	STUCCO			INTACT	WHITE
799	4/10/2014 10:14	PAINT	7.73 mg / cm ^2	Final	WALL	STUCCO			INTACT	WHITE
800	4/10/2014 10:15	PAINT	6.87 mg / cm ^2	Final	WALL	STUCCO			INTACT	WHITE
801	4/10/2014 10:15	PAINT	1.14 mg / cm ^2	Final	DOORS	WOOD			INTACT	WHITE
802	4/10/2014 10:16	PAINT	1.28 mg / cm ^2	Final	DOORS	WOOD			INTACT	WHITE
803	4/10/2014 10:16	PAINT	1.14 mg / cm ^2	Final	DOORS	WOOD			INTACT	WHITE
804	4/10/2014 10:16	PAINT	1.14 mg / cm ^2	Final	DOORS	WOOD			INTACT	WHITE
805	4/10/2014 10:16	PAINT	1.15 mg / cm ^2	Final	DOORS	METAL			INTACT	WHITE
806	4/10/2014 10:17	PAINT	1.87 mg / cm ^2	Final	DOORS	METAL			INTACT	WHITE
807	4/10/2014 10:17	PAINT	1 mg / cm ^2	Final	DOORS	METAL			INTACT	WHITE
808	4/10/2014 10:17	PAINT	1 mg / cm ^2	Final	DOORS	METAL			INTACT	WHITE
809	4/10/2014 10:18	PAINT	1.15 mg / cm ^2	Final	DOORS	METAL			INTACT	WHITE
810	4/10/2014 10:18	PAINT	4.15 mg / cm ^2	Final	DOOR FRAMES	METAL			INTACT	WHITE
811	4/10/2014 10:19	PAINT	1.14 mg / cm ^2	Final	DOOR FRAMES	METAL			INTACT	WHITE
812	4/10/2014 10:19	PAINT	1.72 mg / cm ^2	Final	DOOR FRAMES	METAL			INTACT	WHITE
813	4/10/2014 10:20	PAINT	1.57 mg / cm ^2	Final	DOOR FRAMES	METAL			INTACT	WHITE
814	4/10/2014 10:20	PAINT	3.71 mg / cm ^2	Final	FLOOR	CONCRETE			INTACT	RED
815	4/10/2014 10:21	PAINT	3.28 mg / cm ^2	Final	FLOOR	CONCRETE			INTACT	RED
816	4/10/2014 10:21	PAINT	3.14 mg / cm ^2	Final	FLOOR	CONCRETE			INTACT	RED
817	4/10/2014 10:22	PAINT	3.29 mg / cm ^2	Final	FLOOR	CONCRETE			INTACT	RED
818	4/10/2014 10:22	PAINT	3.87 mg / cm ^2	Final	FLOOR	CONCRETE			INTACT	RED

819	4/10/2014 10:22	PAINT	1.58 mg/cm ^2	Final	BEAMS	METAL	INTACT	WHITE
820	4/10/2014 10:23	PAINT	1.29 mg/cm ^2	Final	BEAMS	METAL	INTACT	WHITE
821	4/10/2014 10:23	PAINT	1 mg/cm ^2	Final	BEAMS	METAL	INTACT	WHITE
822	4/10/2014 10:24	PAINT	1.71 mg/cm ^2	Final	BEAMS	METAL	INTACT	WHITE
823	4/10/2014 10:24	PAINT	1.28 mg/cm ^2	Final	BEAMS	METAL	INTACT	WHITE
824	4/10/2014 10:25	PAINT	6.41 mg/cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
825	4/10/2014 10:25	PAINT	3.85 mg/cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
826	4/10/2014 10:26	PAINT	3.01 mg/cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
827	4/10/2014 10:26	PAINT	3.7 mg/cm ^2	Final	WALL	CONCRETE	INTACT	GREY
828	4/10/2014 10:26	PAINT	0.29 mg/cm ^2	Final	WALL	CONCRETE	INTACT	GREY
829	4/10/2014 10:26	PAINT	1 mg/cm ^2	Final	WALL	CONCRETE	INTACT	GREY
830	4/10/2014 10:26	PAINT	0.14 mg/cm ^2	Final	WALL	CONCRETE	INTACT	GREY
831	4/10/2014 10:27	PAINT	5.14 mg/cm ^2	Final	WALL	CONCRETE	INTACT	GREY
832	4/10/2014 10:28	PAINT	7.85 mg/cm ^2	Final	WALL	CONCRETE	INTACT	GREY
833	4/10/2014 10:28	PAINT	3.14 mg/cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
834	4/10/2014 10:29	PAINT	3.29 mg/cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
835	4/10/2014 10:29	PAINT	8.87 mg/cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
836	4/10/2014 10:30	PAINT	3.73 mg/cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
837	4/10/2014 10:30	PAINT	4.86 mg/cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
838	4/10/2014 10:31	PAINT	1 mg/cm ^2	Final	CEILING	WOOD	INTACT	GREY
839	4/10/2014 10:31	PAINT	2.28 mg/cm ^2	Final	CEILING	WOOD	INTACT	GREY
840	4/10/2014 10:32	PAINT	1.14 mg/cm ^2	Final	CEILING	WOOD	INTACT	GREY
841	4/10/2014 10:32	PAINT	1 mg/cm ^2	Final	CEILING	WOOD	INTACT	GREY
842	4/10/2014 10:32	PAINT	1.15 mg/cm ^2	Final	STALL	METAL	INTACT	GREY
843	4/10/2014 10:33	PAINT	1 mg/cm ^2	Final	STALL	METAL	INTACT	GREY
844	4/10/2014 10:33	PAINT	1.14 mg/cm ^2	Final	STALL	METAL	INTACT	GREY
845	4/10/2014 10:33	PAINT	3.14 mg/cm ^2	Final	FLOOR	CONCRETE	INTACT	GREY
846	4/10/2014 10:34	PAINT	3.15 mg/cm ^2	Final	FLOOR	CONCRETE	INTACT	GREY
847	4/10/2014 10:34	PAINT	3.15 mg/cm ^2	Final	FLOOR	CONCRETE	INTACT	GREY
848	4/10/2014 10:34	PAINT	4.29 mg/cm ^2	Final	FLOOR	CONCRETE	INTACT	GREY
849	4/10/2014 10:37	PAINT	3.43 mg/cm ^2	Final	FLOOR	CONCRETE	INTACT	GREY
850	4/10/2014 10:37	PAINT	5.28 mg/cm ^2	Final	FLOOR	CONCRETE	INTACT	GREY
851	4/10/2014 10:38	PAINT	4.28 mg/cm ^2	Final	FLOOR	CONCRETE	INTACT	GREY
852	4/10/2014 10:38	PAINT	2.57 mg/cm ^2	Final	WALL	CONCRETE	INTACT	GREY

853	4/10/2014 10:39	PAINT	1.71 mg / cm ^2	Final	WALL	CONCRETE	INTACT	GREY
854	4/10/2014 10:39	PAINT	3.7 mg / cm ^2	Final	WALL	CONCRETE	INTACT	GREY
855	4/10/2014 10:40	PAINT	3.58 mg / cm ^2	Final	WALL	CONCRETE	INTACT	GREY
856	4/10/2014 10:59	PAINT	2.14 mg / cm ^2	Final	CEILING	WOOD	INTACT	GREY
857	4/10/2014 10:59	PAINT	2.71 mg / cm ^2	Final	CEILING	WOOD	INTACT	GREY
858	4/10/2014 10:59	PAINT	1.85 mg / cm ^2	Final	CEILING	WOOD	INTACT	GREY
859	4/10/2014 11:00	PAINT	3.27 mg / cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
860	4/10/2014 11:00	PAINT	1.14 mg / cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
861	4/10/2014 11:01	PAINT	1.15 mg / cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
862	4/10/2014 11:01	PAINT	1 mg / cm ^2	Final	WALL	CONCRETE	INTACT	WHITE
863	4/10/2014 11:01	PAINT	1.57 mg / cm ^2	Final	CEILING	SHEETROCK	INTACT	WHITE
864	4/10/2014 11:01	PAINT	1.14 mg / cm ^2	Final	CEILING	SHEETROCK	INTACT	WHITE
865	4/10/2014 11:02	PAINT	0.43 mg / cm ^2	Final	CEILING	SHEETROCK	INTACT	WHITE
866	4/10/2014 11:02	PAINT	0.85 mg / cm ^2	Final	CEILING	SHEETROCK	INTACT	WHITE
867	4/10/2014 11:02	PAINT	1.14 mg / cm ^2	Final	CEILING	SHEETROCK	INTACT	WHITE
868	4/10/2014 11:03	PAINT	1.15 mg / cm ^2	Final	STAGE	WOOD	INTACT	BROWN
869	4/10/2014 11:03	PAINT	1 mg / cm ^2	Final	STAGE	WOOD	INTACT	BROWN
870	4/10/2014 11:03	PAINT	1 mg / cm ^2	Final	STAGE	WOOD	INTACT	BROWN
871	4/10/2014 11:04	PAINT	1.28 mg / cm ^2	Final	STAGE	WOOD	INTACT	BROWN
872	4/10/2014 11:04	PAINT	1.28 mg / cm ^2	Final	STAGE	WOOD	INTACT	BROWN
873	4/10/2014 11:07	PAINT	2 mg / cm ^2	Final	LETTER	METAL	PEELING	BLACK
874	4/10/2014 11:07	PAINT	1 mg / cm ^2	Final	CALIBRATE			WHITE

Site	Inspector	Floor	Room	Misc 1	Misc 2	Results	Depth Index	Action Level	PbC	PbC Error	PbL
USC ALLENDALE	WASH		GYM			Negative	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Negative	6.94	0.7 < LOD	0.7 < LOD	0.29 < LOD	0.29 < LOD
USC ALLENDALE	WASH		GYM			Negative	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Negative	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Negative	2.26	0.7 < LOD	0.7 < LOD	0.04 < LOD	0.04 < LOD
USC ALLENDALE	WASH		GYM			Null	1	0.7 < LOD	0.7 < LOD	0.06 < LOD	0.06 < LOD
USC ALLENDALE	WASH		GYM			Negative	1.28	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Positive	1	0.7	1.1	0.4 < LOD	0.4 < LOD
USC ALLENDALE	WASH		GYM			Null	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Positive	3	0.7	1.3	0.5 < LOD	0.5 < LOD
USC ALLENDALE	WASH		GYM			Null	1.86	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Negative	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Positive	1	0.7	1.1	0.4 < LOD	0.4 < LOD
USC ALLENDALE	WASH		GYM			Positive	1	0.7	1.1	0.4 < LOD	0.4 < LOD
USC ALLENDALE	WASH		GYM			Negative	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Negative	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Negative	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Negative	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Null	1	0.7 < LOD	0.7 < LOD	0.04 < LOD	0.04 < LOD
USC ALLENDALE	WASH		GYM			Negative	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Negative	1.98	0.7 < LOD	0.7 < LOD	0.04 < LOD	0.04 < LOD
USC ALLENDALE	WASH		GYM			Negative	3.57	0.7 < LOD	0.7 < LOD	0.86 < LOD	0.86 < LOD
USC ALLENDALE	WASH		GYM			Negative	5.42	0.7 < LOD	0.7 < LOD	0.38 < LOD	0.38 < LOD
USC ALLENDALE	WASH		GYM			Null	2.78	0.7 < LOD	0.7 < LOD	0.11 < LOD	0.11 < LOD
USC ALLENDALE	WASH		GYM			Negative	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Negative	3.21	0.7 < LOD	0.7 < LOD	0.04 < LOD	0.04 < LOD
USC ALLENDALE	WASH		GYM			Negative	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Negative	1.35	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Null	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD
USC ALLENDALE	WASH		GYM			Null	1	0.7 < LOD	0.7 < LOD	0.03 < LOD	0.03 < LOD

USC ALLENDALE	WASH	GYM					Negative	2.52	0.7 < LOD	0.16 < LOD
USC ALLENDALE	WASH	GYM					Negative	6.63	0.7 < LOD	0.51 < LOD
USC ALLENDALE	WASH	GYM					Negative	2.69	0.7 < LOD	0.16 < LOD
USC ALLENDALE	WASH	GYM					Negative	1.39	0.7 < LOD	0.07 < LOD
USC ALLENDALE	WASH	GYM					Negative	3.93	0.7 < LOD	0.24 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS				Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS				Negative	2	0.7 < LOD	0.04 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS				Null	1.97	0.7 < LOD	0.05 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS				Negative	5.23	0.7 < LOD	0.1 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS				Null	1	0.7 < LOD	0.06 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS				Null	3.38	0.7 < LOD	0.25 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS				Null	1	0.7 < LOD	0.17 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS				Null	1.51	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS				Negative	1.63	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS				Negative	1.37	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Null	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Positive	1.1	0.7 1.1	0.4 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Null	1.33	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Null	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Negative	2.96	0.7 < LOD	0.27 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Negative	5.86	0.7 < LOD	0.32 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Negative	2.06	0.7 < LOD	0.11 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Negative	7.33	0.7 < LOD	0.82 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Negative	5.2	0.7 < LOD	0.32 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Negative	1	0.7 < LOD	0.06 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Negative	1.33	0.7 < LOD	0.05 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM MENS	SHOWER			Negative	1.34	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM WOMENS	SHOWER			Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM WOMENS	SHOWER			Negative	3.74	0.7 < LOD	0.04 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM WOMENS	SHOWER			Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM WOMENS	SHOWER			Negative	4.76	0.7 < LOD	0.08 < LOD

USC ALLENDALE	WASH	GYM	BATHROOM WOMENS	SHOWER	Null	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM WOMENS	SHOWER	Negative	3.15	0.7 < LOD	0.05 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM WOMENS	SHOWER	Negative	3.3	0.7 < LOD	0.06 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM WOMENS	SHOWER	Negative	2.15	0.7 < LOD	0.11 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM WOMENS	SHOWER	Negative	1.12	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	BATHROOM WOMENS	SHOWER	Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Null	2.53	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1	0.7 < LOD	0.04 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1.07	0.7 < LOD	0.06 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1.71	0.7 < LOD	0.12 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Null	1	0.7 < LOD	0.1 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Null	3.68	0.7 < LOD	0.45 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	3.6	0.7 < LOD	0.25 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1	0.7 < LOD	0.04 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	STORAGE RM	SHOWER	Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH	GYM	MISC		Negative	1	0.7 < LOD	0.03 < LOD
USC ALLENDALE	WASH				Negative	1	0.7 < LOD	0.03 < LOD

PbL Error	PbK	PbK Error
0.03 < LOD		1.23
0.29 < LOD		1.69
0.03 < LOD		1.86
0.03 < LOD		1.88
0.04 < LOD		2.97
0.06 < LOD		1.56
0.03 < LOD		3.75
0.03 < LOD		0.75
0.03 1.1		0.4
0.03 < LOD		1.65
0.03 1.3		0.5
0.03 0.9		0.5
0.03 < LOD		0.75
0.03 1.1		0.4
0.03 1.1		0.4
0.03 < LOD		1.63
0.03 < LOD		3
0.03 < LOD		1.65
0.03 < LOD		1.66
0.03 < LOD		2.28
0.03 < LOD		1.82
0.04 < LOD		3.38
0.03 < LOD		3.45
0.04 < LOD		2.34
0.04 < LOD		0.86
0.38 < LOD		2.58
0.11 < LOD		2.15
0.03 < LOD		1.2
0.04 < LOD		1.05
0.03 < LOD		1.12
0.03 < LOD		1.07
0.03 < LOD		1.05
0.03 < LOD		1.05

0.16 < LOD	2.42
0.51 < LOD	2.85
0.16 < LOD	4.28
0.07 < LOD	2.4
0.24 < LOD	2.99
0.03 < LOD	0.75
0.04 < LOD	0.9
0.05 < LOD	1.65
0.1 < LOD	1.05
0.06 < LOD	8.25
0.25 < LOD	4.27
0.17 < LOD	12.75
0.03 < LOD	0.9
0.03 < LOD	1.05
0.03 < LOD	1.05
0.03 < LOD	1.05
0.03 1.1	0.4
0.03 < LOD	1.05
0.03 < LOD	0.9
0.27 < LOD	2.41
0.32 < LOD	1.08
0.11 < LOD	1.5
0.82 < LOD	2.09
0.32 < LOD	2.03
0.06 < LOD	4.2
0.05 < LOD	2.16
0.03 < LOD	1.15
0.03 < LOD	1.2
0.03 < LOD	1.14
0.03 < LOD	0.9
0.03 < LOD	1.05
0.04 < LOD	0.9
0.03 < LOD	0.91
0.08 < LOD	1.27

0.03 < LOD	1.38
0.05 < LOD	1.05
0.06 < LOD	1.05
0.11 < LOD	1.04
0.03 < LOD	1.2
0.03 < LOD	1.34
0.03 < LOD	1.05
0.03 < LOD	1.34
0.03 < LOD	1.43
0.04 < LOD	2.1
0.06 < LOD	1.22
0.12 < LOD	1.65
0.1 < LOD	2.96
0.45 < LOD	2.21
0.25 < LOD	1.45
0.03 < LOD	1.5
0.04 < LOD	2.25
0.03 < LOD	2.04
0.03 < LOD	1.5
0.03 < LOD	1.63
0.03 < LOD	2.02
0.03 < LOD	2.31

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JANUARY 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.

Bidder must provide three business references with contact information with company name, phone numbers, and email addresses in which a similar type of work has been successfully performed within the past three years. If any subcontractors are used by their company for their bids to this solicitation then three references are required to be submitted for each of the bidder's subcontractor(s). Please specify job size with the work performed for the companies you are listing as your references.

Any substitutions must be submitted with bid to be considered. If material is not included in the bid then it will be not be considered and the bid will be deemed non-responsive.

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

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.

SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

VI. Award Criteria

AWARD CRITERIA – BIDS (JANUARY 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.

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFERENCE – PRE-PERFORMANCE (JAN 2006): 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 five (5) 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 statement or award statement and on each contract anniversary date thereafter attesting to such insurance coverage.

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 – SHORT FORM (JAN 2006): The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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 Indemnities 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 Indemnity, and whether or not such claims are made by a third party or an Indemnity; however, if an Indemnities' negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnity 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, cancelation, 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, "indemnities" 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) 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.

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.

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)]

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)]

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, 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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

WARRANTY – ONE YEAR: Contractor warrants all service items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation.

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

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

COMMODITY: MATERIALS

Item	Qty	Unit of Measure	Description	Unit Price
1	1	Job	Materials to perform all work as described in Section III of this solicitation.	\$

Resident Vendor Preference _____
 SC End Product Preference _____ Total amount of applicable materials _____
 US End Product Preference _____ Total amount of applicable materials _____

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.

SERVICES (LABOR)

Item	Qty	U.nit of Measure	Description	Unit Price
2	1	Job	Labor to perform all work as described in Section III of this solicitation.	\$

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 additional conditions 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 to perform the work:
- 2) Identify the work the subcontractor 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 BID PRICE: ITEMS 1-2 \$ _____

IX. ATTACHMENTS TO SOLICITATION

- 1. IMPORTANT TAX NOTICE – NONRESIDENTS**
- 2. STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE, FORM I-312**
- 3. OFEROR'S CHECKLIST**
- 4. PHOTOS OF EXISTING SITE**
- 5. HAZARDOUS MATERIAL LEAD BASE PAINT REPORTS**
- 6. LEAD SURVEY**
- 7. USC SUPPLEMENTAL GENERAL CONDITIONS FOR WORKING ON CAMPUS**
- 8. CONTRACTOR VEHICLE REQUIREMENTS ON CAMPUS**

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.

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.

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.

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.



Conference Center Elevation



Left Covered Entrance



Left Covered Entrance Ceiling



Left Covered Entrance Ceiling



Right Covered Entrance looking Northwest



Right Covered Entrance looking Southeast



Assembly Area looking Northeast



Assembly Area looking Northwest



Assembly Area looking Southwest



Assembly Area looking Southeast



Description HAZMAT SURVEY - SALKEHATCHIE CAMPUS

Site	SALKEHATCH	Assigned To	JPROVENCE	
Building		Crew	HAZMAT	
Floor	Room:	Start Date	12-DEC-13	Priority 3
Equipment		Due date	26-DEC-13	
		Request Date	11-DEC-13	by CAMOORE

Request #	FM00445306	Description	HAZMAT SURVEY - SALKEHATCHIE CAMPUS
Parent WO #			

CP Number	CP00394235	USC SALKEHATCHIE ASBESTOS TESTING
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State/Internal Project Number	H38-I320
--------------------------------------	----------

Requestor	CATHCART,DWIGHT	Project Manager	CATHCART, CHARLES D.
Telephone	7-9824	Telephone	777-9824
Alternate		Estimated Cost	\$ 1,160.00
Telephone		Billing	FIXED PRICE
Non-Available Time			17660-W220-57120 (ASBESTOS TESTING)

Task List

FOUR ROOF SYSTEMS NEED TO BE TESTED ON FOUR BUILDING ON THE USC SALK WALTERBORO CAMPUS. SEE BELOW

- WALTERBORO SCIENCE BUILDING 858A—FLAT BUILT-UP ROOF
- WALTERBORO LIBRARY 859—FLAT BUILT-UP ROOF
- WALTERBORO GYM—FLAT BUILT-UP ROOF
- WALTERBORO RESEARCH BUILDING 858B—GABLE ROOF PART WITH SHINGLES ONLY. FLAT ROOF PART IS NEW AND DOES NOT NEED TO BE TESTED.

DATE WORK STARTED	CAUSE
DATE WORK COMPLETED	CONDITION

EQUIPMENT

CLOSING REMARKS

BENCHSTOCK MATERIALS		
Qty	Description	Price Per Unit

Supervisor's Approval _____

Note Date	Title
10-APR-14	HAZMAT SURVEY RESULTS
SURVEY DATE: 4/10/14	
INSPECTOR #: DARRYL WASHINGTON II (BI-00568)	
STATUS: THE FOLLOWING MATERIALS HAVE BEEN TESTED FOR LEAD AND THE RESULTS FOLLOW:	
WHITE WALL PAINT (MENS SHOWER WALLS AND ENTRY)- POSITIVE FOR LEAD	
WHITE PAINTED STUCCO (GYM)- POSITIVE FOR LEAD	
WHITE METAL PAINT (BEAMS, WALLS, DOORS AND FRAMES)- NEGATIVE FOR LEAD	
WHITE WALL PAINT (STORAGE WASH RM)- NEGATIVE FOR LEAD	



WHITE PAINTED WOOD CEILING (STORAGE WASH RM)- NEGATIVE FOR LEAD

RED PAINTED FLOOR (GYM)- NEGATIVE FOR LEAD

BROWN STAGE PAINT (GYM)- NEGATIVE FOR LEAD

GREY WALL PAINT (MENS AND WOMENS RESTROOM)- NEGATIVE FOR LEAD

GREY PAINTED FLOORING (MENS AND WOMENS RESTROOM)- NEGATIVE FOR LEAD

GREY PAINTED CEILING (MENS AND WOMENS RESTROOM)- NEGATIVE FOR LEAD

WHITE STALL PAINT- (MENS RESTROOM)- NEGATIVE FOR LEAD

WHITE PAINT (WOMENS SHOWER)- NEGATIVE FOR LEAD

WHITE PAINTED SHEETROCK (WOMENS RESTROOM)- NEGATIVE FOR LEAD

INSPECTORS NOTES:

- ASBESTOS WAS NOT TESTED PART OF THIS SURVEY. IF YOU HAVE TO DRILL, SCRAPE OR SAND PLEASE HAVE HAZMAT PERFORM SURVEY BEFORE WORK HAPPENS

IF YOU ENCOUNTER ANY OTHER MATERIALS IN PLACE AND DEEM THEM SUSPECT FOR ASBESTOS AND/OR LEAD, PLEASE STOP WORK AND CONTACT THE ASBESTOS PROGRAM MANAGER FOR FURTHER TESTING OR ABATEMENT.

REFER TO THE SURVEY RESULTS ATTACHED TO THE WORK ORDER FOR DETAILED INFORMATION.

Description TEST PAINT CHIPS FOR CONFERENCE CENTER IN ALLENDALE

Site	SALKEHATCH	Assigned To	JPROVENCE		
Building		Crew	HAZMAT		
Floor	Room:	Start Date	26-APR-13	Priority	3
Equipment		Due date	16-MAY-13		
		Request Date	26-APR-13	by	BLMCGEE

Request #	SR00376477	Description	TEST PAINT CHIPS FOR CONFERENCE CENTER IN ALLENDALE
Parent WO #			

CP Number

State/Internal Project Number

Requestor	SMITH, FRANCIS	Project Manager	
Telephone	803-584-3446	Telephone	
Alternate		Estimated Cost	\$ 0.00
Telephone		Billing	FIXED PRICE
Non-Available Time			17660-A001-52070 (SALKEHATCHIE-PHYSICAL PLANT)

Task List
EMAIL- ATTACHED

DATE WORK STARTED	CAUSE
DATE WORK COMPLETED	CONDITION
EQUIPMENT	
CLOSING REMARKS	
BENCHSTOCK MATERIALS	
Qty	Description
	Price Per Unit

Supervisor's Approval _____

Note Date	Title
16-MAY-13	HAZMAT SURVEY RESULTS
SURVEY DATE: 5/8/13	
INSPECTOR: FRAN SMITH	
STATUS: WHITE PAINT SAMPLES THAT WERE COLLECTED FROM THE OVERHANGS AT BOTH ENTRANCES TO THE CONFERENCE CENTER WERE ANALYZED FOR LEAD.	
THE WHITE PAINT FROM BOTH OVERHANGS IS POSITIVE FOR LEAD. FOR ADDITIONAL GUIDANCE, PLEASE CONTACT THE ASBESTOS PROGRAM MANAGER.	
IF YOU ENCOUNTER ANY MATERIALS THAT ARE SUSPECT FOR ASBESTOS OR LEAD AND THEY ARE NOT LISTED ABOVE, PLEASE STOP WORK AND CALL THE ASBESTOS PROGRAM MANAGER FOR FURTHER TESTING OR ABATEMENT.	
REFER TO THE SURVEY RESULTS DOCUMENT ATTACHED TO THE WO FOR DETAILED INFORMATION.	

**EMSL Analytical, Inc.**

706 Grain Street, Kernersville, NC 27284
 Phone/Fax: (336) 992-1025 / (336) 992-4175
greensborolab@emsl.com

EMSL Order: 021302842
 CustomerID: UNSC62
 CustomerPO:
 ProjectID:

Attn: **Darryl Washington**
University of South Carolina
743 Greene Street
Columbia, SC 29208

Phone: (803) 777-7000
 Fax: (803) 777-7334
 Received: 05/13/13 8:45 AM
 Collected:

Project: **USC Salkehatchie Conf Center Allendale, SC**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Lead Concentration</i>
1	0001		5/13/2013	<0.010 % wt
2	0002		5/13/2013	<0.010 % wt
3	0003		5/13/2013	4.2 % wt
4	0004		5/13/2013	0.012 % wt
5	0005		5/13/2013	2.0 % wt
6	0006		5/13/2013	<0.010 % wt
7	0007		5/13/2013	2.9 % wt

James Cole, Laboratory Manager
 or other approved signatory

Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. The QC data associated with these results included in this report meet the method QC requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. * slight modifications to methods applied. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request.
 Samples analyzed by EMSL Analytical, Inc. Kernersville, NC AIHA-LAP, LLC—ELLAP Accredited #102564

Initial report from 05/14/2013 08:03:01

USC SALKEHATCHIE CONFERENCE CENTER PORCH PAINTING

Paint Sampling

March 29, 2013

Sample	TYPE	Component	Substrate	Condition	Color
1	Paint	Rafter	Metal	Peeling/Flaking	White
2	Paint	Rafter	Metal	Peeling/Flaking	White
3	Paint	Rafter	Metal	Peeling/Flaking	White
4	Paint	Rafter	Metal	Peeling/Flaking	White

Substance Data Sheet for Occupational Exposure to Lead - 1926.62 App A

I. SUBSTANCE IDENTIFICATION

A. "Substance": Pure lead (Pb) is a heavy metal at room temperature and pressure and is a basic chemical element. It can combine with various other substances to form numerous lead compounds.

B. "Compounds Covered by the Standard": The word "lead" when used in this interim final standard means elemental lead, all inorganic lead compounds and a class of organic lead compounds called lead soaps. This standard does not apply to other organic lead compounds.

C. "Uses": Exposure to lead occurs in several different occupations in the construction industry, including demolition or salvage of structures where lead or lead - containing materials are present; removal or encapsulation of lead - containing materials, new construction, alteration, repair, or renovation of structures that contain lead or materials containing lead; installation of products containing lead. In addition, there are construction related activities where exposure to lead may occur, including transportation, disposal, storage, or containment of lead or materials containing lead on construction sites, and maintenance operations associated with construction activities.

D. "Permissible Exposure": The permissible exposure limit (PEL) set by the standard is 50 micrograms of lead per cubic meter of air (50 ug/m³), averaged over an 8-hour workday.

E. "Action Level": The interim final standard establishes an action level of 30 micrograms of lead per cubic meter of air (30 ug/m³), averaged over an 8-hour workday. The action level triggers several ancillary provisions of the standard such as exposure monitoring, medical surveillance, and training.

II. HEALTH HAZARD DATA

A. "Ways in which lead enters your body". When absorbed into your body in certain doses, lead is a toxic substance. The object of the lead standard is to prevent absorption of harmful quantities of lead. The standard is intended to protect you not only from the immediate toxic effects of lead, but also from the serious toxic effects that may not become apparent until years of exposure have passed. Lead can be absorbed into your body by inhalation (breathing) and ingestion (eating). Lead (except for certain organic lead compounds not covered by the standard, such as tetraethyl lead) is not absorbed through your skin. When lead is scattered in the air as a dust, fume, or mist it can be inhaled and absorbed through your lungs and upper respiratory tract. Inhalation of airborne lead is generally the most important source of occupational lead absorption. You can also absorb lead through your digestive system if lead gets into your mouth and is swallowed. If you handle food, cigarettes, chewing tobacco, or make-up which have lead on them or handle them with hands contaminated with lead, this will contribute to ingestion. A significant portion of the lead that you inhale or ingest gets into your blood stream. Once in your blood stream, lead is circulated throughout your body and stored in various organs and body tissues. Some of this lead is quickly filtered out of your body and excreted, but some remains in the blood and other tissues. As exposure to lead continues, the amount stored in your body will increase if you are absorbing more lead than your body is excreting. Even though you may not be aware of any immediate symptoms of disease, this lead stored in your tissues can be slowly causing irreversible damage, first to individual cells, then to your organs and whole body systems.

B. "Effects of overexposure to lead" - (1) "Short term (acute) overexposure". Lead is a potent, systemic poison that serves no known useful function once absorbed by your body. Taken in large enough doses, lead can kill you in a matter of days. A condition affecting the brain called acute encephalopathy may arise which develops quickly to seizures, coma, and death from cardiorespiratory arrest. A short term dose of lead can lead to acute encephalopathy. Short term occupational exposures of this magnitude are highly unusual, but not impossible. Similar forms of encephalopathy may, however, arise from extended, chronic exposure to lower doses of lead. There is no sharp dividing line between rapidly developing acute effects of lead, and chronic effects which take longer to acquire. Lead adversely affects numerous body systems, and causes forms of health impairment and disease which arise after periods of exposure as short as days or as long as several years.

Substance Data Sheet for Occupational Exposure to Lead - 1926.62 App A

(2) "Long-term (chronic) overexposure". Chronic overexposure to lead may result in severe damage to your blood-forming, nervous, urinary and reproductive systems. Some common symptoms of chronic overexposure include loss of appetite, metallic taste in the mouth, anxiety, constipation, nausea, pallor, excessive tiredness, weakness, insomnia, headache, nervous irritability, muscle and joint pain or soreness, fine tremors, numbness, dizziness, hyperactivity and colic. In lead colic there may be severe abdominal pain. Damage to the central nervous system in general and the brain (encephalopathy) in particular is one of the most severe forms of lead poisoning. The most severe, often fatal, form of encephalopathy may be preceded by vomiting, a feeling of dullness progressing to drowsiness and stupor, poor memory, restlessness, irritability, tremor, and convulsions. It may arise suddenly with the onset of seizures, followed by coma, and death. There is a tendency for muscular weakness to develop at the same time. This weakness may progress to paralysis often observed as a characteristic "wrist drop" or "foot drop" and is a manifestation of a disease to the nervous system called peripheral neuropathy. Chronic overexposure to lead also results in kidney disease with few, if any, symptoms appearing until extensive and most likely permanent kidney damage has occurred. Routine laboratory tests reveal the presence of this kidney disease only after about two-thirds of kidney function is lost. When overt symptoms of urinary dysfunction arise, it is often too late to correct or prevent worsening conditions, and progression to kidney dialysis or death is possible. Chronic overexposure to lead impairs the reproductive systems of both men and women. Overexposure to lead may result in decreased sex drive, impotence and sterility in men. Lead can alter the structure of sperm cells raising the risk of birth defects. There is evidence of miscarriage and stillbirth in women whose husbands were exposed to lead or who were exposed to lead themselves. Lead exposure also may result in decreased fertility, and abnormal menstrual cycles in women. The course of pregnancy may be adversely affected by exposure to lead since lead crosses the placental barrier and poses risks to developing fetuses. Children born of parents either one of whom were exposed to excess lead levels are more likely to have birth defects, mental retardation, behavioral disorders or die during the first year of childhood. Overexposure to lead also disrupts the blood-forming system resulting in decreased hemoglobin (the substance in the blood that carries oxygen to the cells) and ultimately anemia. Anemia is characterized by weakness, pallor and fatigability as a result of decreased oxygen carrying capacity in the blood.

(3) "Health protection goals of the standard". Prevention of adverse health effects for most workers from exposure to lead throughout a working lifetime requires that a worker's blood lead level (BLL, also expressed as PbB) be maintained at or below forty micrograms per deciliter of whole blood (40 ug/dl). The blood lead levels of workers (both male and female workers) who intend to have children should be maintained below 30 ug/dl to minimize adverse reproductive health effects to the parents and to the developing fetus. The measurement of your blood lead level (BLL) is the most useful indicator of the amount of lead being absorbed by your body. Blood lead levels are most often reported in units of milligrams (mg) or micrograms (ug) of lead (1 mg=1000 ug) per 100 grams (100g), 100 milliliters (100 ml) or deciliter (dl) of blood. These three units are essentially the same. Sometime BLLs are expressed in the form of mg percent or ug percent. This is a shorthand notation for 100g, 100 ml, or dl. (References to BLL measurements in this standard are expressed in the form of ug/dl.)

BLL measurements show the amount of lead circulating in your blood stream, but do not give any information about the amount of lead stored in your various tissues. BLL measurements merely show current absorption of lead, not the effect that lead is having on your body or the effects that past lead exposure may have already caused. Past research into lead-related diseases, however, has focused heavily on associations between BLLs and various diseases. As a result, your BLL is an important indicator of the likelihood that you will gradually acquire a lead-related health impairment or disease.

Once your blood lead level climbs above 40 ug/dl, your risk of disease increases. There is a wide variability of individual response to lead, thus it is difficult to say that a particular BLL in a given person will cause a particular effect. Studies have associated fatal encephalopathy with BLLs as low as 150 ug/dl. Other studies have shown other forms of diseases in some workers with BLLs well below 80 ug/dl. Your BLL is a crucial indicator of the risks to your health, but one other factor is also extremely important. This factor is the length of time you have had elevated BLLs. The longer you have an elevated BLL, the greater the risk that large quantities of lead are being gradually stored in your organs and tissues (body burden). The greater your overall body burden, the greater the chances of substantial permanent damage. The best way to prevent all forms of lead-related impairments and diseases -- both short term and long term -- is to maintain your BLL below 40 ug/dl. The provisions of the standard are designed with this end in mind.

Your employer has prime responsibility to assure that the provisions of the standard are complied with both by the company and by individual workers. You, as a worker, however, also have a responsibility to assist your employer in

Substance Data Sheet for Occupational Exposure to Lead - 1926.62 App A

complying with the standard. You can play a key role in protecting your own health by learning about the lead hazards and their control, learning what the standard requires, following the standard where it governs your own actions, and seeing that your employer complies with provisions governing his or her actions.

(4) "Reporting signs and symptoms of health problems". You should immediately notify your employer if you develop signs or symptoms associated with lead poisoning or if you desire medical advice concerning the effects of current or past exposure to lead or your ability to have a healthy child. You should also notify your employer if you have difficulty breathing during a respirator fit test or while wearing a respirator. In each of these cases, your employer must make available to you appropriate medical examinations or consultations. These must be provided at no cost to you and at a reasonable time and place. The standard contains a procedure whereby you can obtain a second opinion by a physician of your choice if your employer selected the initial physician.



Peel Away® 1 Heavy Duty Paint Removal System - Removes up to 30 Coats

1. **Product Description & Use:** The Peel Away® 1

Complete Removal System is an environmentally safe method for removing up to 30+ coats of paint in a single application from most surfaces, (i.e., wood, brick, concrete, stone, stucco, plaster, cast iron, steel, marble, and fiberglass). *See Limitations for surfaces and coatings not recommended for Peel Away® 1. The Peel Away® 1 Complete Removal System includes paste remover, application tool, Peel Away® Paper, and Citri-Lize™ neutralizer. The Peel Away® 1 paste remover is spread or sprayed over the surface to be stripped. The Peel Away® 1 paste remover is then covered with fibrous laminated Peel Away® Paper, which controls evaporation and is left on until all of the paint is dissolved. The paste and paint adhere to the paper during removal. The stripped surface is then washed with clean water, and finally, neutralized using our new Citri-Lize™ neutralizer included in the kit (see Citri-Lize™ tech data for instructions). Peel Away® 1 Complete Removal System is excellent for intricate, carved, or molded surfaces, and is highly recommended for historic restorations and other projects involving lead-based paint abatement.

Lead Paint Abatement Advantages: (1) Peel Away® Paper keeps paste and paint in a wet or damp state, preventing lead particles from getting into the air or onto the surrounding area; and (2) When the fibrous laminated Peel Away® Paper is removed, the bulk of the paste and lead paint comes off with it for easy disposal. Refer to federal and local regulations for disposal of lead-based material.

2. **Features & Benefits:**

- One application can remove 30+ coats of paint
- Formulated without methylene chloride or flammable solvents; does not generate hazardous fumes
- Non-toxic, non-carcinogenic, and nonflammable; VOC=0
- Controls lead-dust dispersal on historic restoration and lead abatement projects

3. **Limitations:** Product efficiency is greatly reduced

below a temperature of 40°F. Not recommended for use on veneer, plywood, drywall, aluminum and hardwoods (will darken hardwoods, use only if planning to repaint). Not recommended for the removal of most epoxies, urethanes, chlorinated rubber, cementitious paints, baked finishes, or other high-performance coatings.

4. **Test Patch:** Always prepare a test area on each

type of surface and paint coating prior to full application. Testing before beginning the project is the best way to ensure product suitability. This will also teach the user how to handle the product, gauge how thickly to apply the paste, and determine how long the paste/paper must remain in place (dwell time) before removing. Applying the paste too thickly or unevenly, or removing paste and paper too quickly, may result in need for more than one application, increasing your labor and material costs.

5. Precautions & Safety Requirements:

Peel Away® 1 is an alkaline formula that can cause severe burns when in contact with exposed skin. Wear long rubber or latex gloves, taped at the sleeve. Always wear face shield or goggles. Wear face/head protection when using this product overhead and/or at and face level or above. When spraying or washing down, wear rubber or polyethylene rain suit. Follow manufacturer instructions when spraying.

6. Preparation: Cover and protect areas where stripping is not desired. Including adjoining surfaces where overspray may travel. Polyethylene and masking tape create an effective barrier. Plants and other foliage should be covered during application. For interior use, use polyethylene and masking tape to cover and protect adjacent surfaces, including flooring. Note: **Peel Away® 1** will not affect glass or plastic surfaces, but will etch aluminum.

7. Application & Spread Rate: Using a trowel or specialized spray equipment, apply paste 1/8" to 1/4" (refer to patch test results) according to age and thickness of paint. When applying by trowel to irregular surfaces, use a nylon brush to force paste into crevices. Use fibrous laminated **Peel Away® Paper** to cover paste, applying paper with printed side facing out. Smooth out air pockets; pierce remaining air bubbles. Leave paper-covered paste in place for dwell time determined during patch testing. **Peel Away® 1** provides an average spread rate of approximately 20 sq. ft. per gallon; results may vary.

8. Removal: Remove by sliding plastic **Peel Away® 1** removal tool or putty/taping knife beneath paper, paste and paint keeping surface tension and removing in one complete piece.

9. Clean Up:

Exterior Clean Up: Before beginning, use polyethylene to protect plant life and adjacent surfaces from splash back and run down. Use a power washer or garden hose to mist surface with clean water. Use a nylon bristle scrub brush to loosen remaining residue, paying particular attention to crevices, grooves and cracks. Rinse thoroughly to remove all remaining residue. (For

optimal results, low pressure power washing is recommended for final rinse.) Let dry for a minimum of 24 hours before neutralizing. Collect material removed and dispose of in compliance with local regulations.

Interior Clean Up: Before beginning, use polyethylene and masking tape to cover and protect adjacent surfaces, including flooring. Use a spray bottle, or pail and sponge, to rinse surface with clean water. Use a nylon bristle scrub brush to loosen remaining residue, paying particular attention to crevices, grooves and cracks. Rinse thoroughly to remove all remaining residue. Let dry for minimum of 24 hours before neutralizing. Collect material removed and dispose of in compliance with local regulations.

10. Neutralization: Use **Clor-Lize™ Neutralizer** (included in the kit) for the neutralization process; follow product instructions. Failure to properly clean and neutralize the surface as directed may result in an alkaline residue that may cause hazing and/or subsequent coating failure.

11. Re-Painting Wooden Surfaces: For best results, monitor wooden surfaces with moisture meter before re-painting. At readings above 15%, wood is too damp; readings of 12% or lower are optimal. Cedar, Redwood and Cypress woods have high water soluble content (resin and/or tannic acid) and require extra drying time (90 days or longer in some instances) before painting. For best results, use 100% acrylic primers when repainting wooden surfaces. This will allow the surface to breathe, and in most cases, will compensate for any higher level of pH left on the surface.

12. Availability & Cost: **Peel Away®** products are available through a nationwide network of paint and hardware stores, and construction and safety supply distributors. For outlet nearest you, call 800-245-1191 or email info@dumondglobal.com. Cost will vary depending upon conditions and number of coats to be removed. **Peel Away® 1** provides an average coverage rate of 20 sq. feet per gallon.

13. **Warranty:** Peel Away® products are available through a nationwide network of paint and hardware stores, and construction and safety supply distributors. For outlet nearest you, call 800-245-1191 or email info@dumondglobal.com. Cost will vary depending upon conditions and number of coats to be removed. Peel Away® 1 provides an average coverage rate of 20 sq. feet per gallon.

14. **Technical Services:** Dumond's expert staff is available to answer technical questions and provide product-specific information required by architects, specifiers, contractors and property owners. Expert, on-site assistance is available at no additional cost. Call 800-245-1191 or email info@dumondglobal.com with product or technical questions.

Technical Data

Form:	White Paste
Viscosity:	26.5
Specific Gravity:	1.44
Wt./Gal.:	12.0 pounds
Flash Point:	None
Solid Content:	58.0
VOC:	0
pH:	13.0

Issue Date 01-Jan-2008

Revision Date 12-Dec-2012

Version 1

1. PRODUCT AND COMPANY IDENTIFICATION.
Product Identifier

Product Name Peel Away 1

Other Means of Identification

SDS # DCI-009

UN/ID No UN1823

Recommended Use of the Chemical and Restrictions on Use

Recommended Use Paint remover.

Details of the Supplier of the Safety Data Sheet

 Supplier Address
 Dumond Chemicals, Inc.
 83 General Warren Blvd
 Suite 190
 Malvern, PA 19355

Emergency Telephone Number

 Company Phone Number 1-609-655-7700
 Emergency Telephone INFOTRAC 1-352-323-3500 (International)
 1-800-535-5053 (North America)

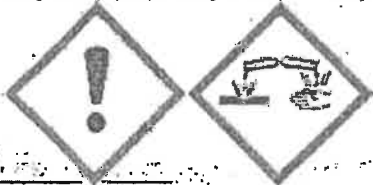
2. HAZARDS IDENTIFICATION
Classification

Skin corrosion/irritation	Category 1 Sub-category B
Serious eye damage/eye irritation	Category 1
Specific target organ toxicity (single exposure)	Category 3

Signal Word

Danger

Hazard Statements

 Causes severe skin burns and eye damage
 May cause respiratory irritation. May cause drowsiness or dizziness


Appearance White paste

Physical State Paste

Odor None

Precautionary Statements - Prevention

Do not breathe dust/fume/gas/mist/vapors/spray
 Wash face, hands and any exposed skin thoroughly after handling
 Wear protective gloves/protective clothing/eye protection/face protection
 Use only outdoors or in a well-ventilated area

Precautionary Statements - Response

Immediately call a POISON CENTER or doctor/physician
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 Immediately call a POISON CENTER or doctor/physician
 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
 Wash contaminated clothing before reuse.
 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
 Immediately call a POISON CENTER or doctor/physician
 Call a POISON CENTER or doctor/physician if you feel unwell
 IF SWALLOWED: Rinse mouth. DO NOT induce vomiting

Precautionary Statements - Storage

Store locked up
 Store in a well-ventilated place. Keep container tightly closed

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant

Precautionary Statements - Storage

Store in a well-ventilated place. Keep container tightly closed

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Family

Alkaline

Chemical Family

Alkaline

Chemical Name	CAS No	Weight-%
Calcium hydroxide	1305-62-0	21
Magnesium hydroxide	1309-42-8	16
Sodium hydroxide	1310-73-2	9

4. FIRST AID MEASURES

First Aid Measures

Inhalation Remove to fresh air. Immediate medical attention is required.

Eye Contact Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. Call a physician immediately.

Ingestion If conscious, give water or milk. Do NOT induce vomiting. Get medical attention if necessary.

Skin Contact Wash off immediately with plenty of water for at least 15 minutes. Remove contaminated clothing and shoes. Get medical attention if irritation occurs.

Most Important Symptoms and Effects, both Acute and Delayed

Symptoms May cause dermatitis or irritation in some individuals upon prolonged contact. May cause severe chemical burns with reddening and pain. Causes eye irritation. Causes skin irritation. May cause irritation to the mucous membranes and upper respiratory tract. Ingestion may cause severe burns to mouth, throat or stomach.

Indication of any Immediate Medical Attention and Special Treatment Needed

Note to Physicians

Treat symptomatically. Individuals with chronic respiratory or skin diseases may be at risk from exposure.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable Extinguishing Media Not determined.

Specific Hazards Arising from the Chemical

At elevated temperatures, containers may rupture. Contents are corrosive and all personal contact must be avoided.

Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Cool containers with flooding quantities of water until well after fire is out. Do not use water directly on containers until cooled.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

Personal Precautions

Use personal protective equipment as required.

Environmental Precautions

Do not allow into any sewer, on the ground or into any body of water.

Methods and Material for Containment and Cleaning Up

Methods for Containment

Prevent further leakage or spillage if safe to do so.

Methods for Cleaning Up

Keep in suitable, closed containers for disposal. Wash spill area with plenty of water. Spills and releases may have to be reported to Federal and/or local authorities. See section 15.

7. HANDLING AND STORAGE

Precautions for Safe Handling

Advice on Safe Handling

Handle in accordance with good industrial hygiene and safety practice. Wash face, hands, and any exposed skin thoroughly after handling. Do not breathe dust/fume/gas/mist/vapors/spray. Use only in well-ventilated areas.

Conditions for Safe Storage, Including any Incompatibilities

Storage Conditions

Store in a cool, well ventilated area away from acids and other incompatible substances. Store locked up.

Incompatible Materials

Acids. Organic halogen compounds. Nitromethane. Flammable liquid. Metals such as aluminum, tin, and zinc.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
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Calcium hydroxide 1305-62-0	TWA: 5 mg/m ³	TWA: 15 mg/m ³ total dust TWA: 5 mg/m ³ respirable fraction (vacated) TWA: 5 mg/m ³ not in effect as a result of reconsideration	TWA: 5 mg/m ³
Sodium hydroxide 1310-73-2	Celling: 2 mg/m ³	TWA: 2 mg/m ³ (vacated) Celling: 2 mg/m ³	IDLH: 10 mg/m ³ Celling: 2 mg/m ³

Appropriate Engineering Controls

Engineering Controls

Apply technical measures to comply with the occupational exposure limits: Use in a well-ventilated location (eg. local exhaust ventilation, fans). Showers. Eyewash stations.

Individual Protection Measures, such as Personal Protective Equipment

Eye/Face Protection

Chemical safety goggles/faceshield

Skin and Body Protection

Wear suitable protective clothing. Rubber, neoprene, or other impervious gloves are recommended to prevent skin contact. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Respiratory Protection

Ensure adequate ventilation, especially in confined areas. For spray application, a NIOSH approved dust respirator and eye protection.

General Hygiene Considerations

Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	Paste	Odor	None
Appearance	White paste	Odor threshold	Not determined
Color	White	Remarks • Method	
Property	Values		
pH	12		
Melting point/freezing point	Not determined		
Boiling point/bolling range	> 100 °C / >212 °F		
Flash point	None		
Evaporation rate	Same as water		
Flammability (solid, gas)	Not determined		
Flammability limits in air			
Upper flammability limits	Not applicable		
Lower flammability limit	Not applicable		
Vapor pressure	Same as water	@ 20 C	
Vapor density	Same as water		
Specific gravity	1.33		
Water solubility	Completely soluble		
Solubility in other solvents	Not determined		
Partition coefficient	Not determined		
Autoignition temperature	None		
Decomposition temperature	Not determined		
Kinematic viscosity	Not determined		
Dynamic viscosity	Not determined		
Explosive properties	Not determined		
Oxidizing Properties	Not determined		
Other Information			
VOC Content (%)	0%		

VOC Content 0.1bs/gal

10. STABILITY AND REACTIVITY**Reactivity**

Not reactive under normal conditions.

Chemical Stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Conditions to Avoid

Keep out of reach of children.

Incompatible Materials

Acids, Organic halogen compounds, Nitromethane, Flammable liquid, Metals such as aluminum, tin, and zinc.

Hazardous Decomposition Products

None known based on information supplied.

11. TOXICOLOGICAL INFORMATION**Information on Likely Routes of Exposure****Product Information**

Inhalation	Avoid breathing vapors or mists.
Eye Contact	Causes severe eye damage.
Skin Contact	Causes severe skin burns.
Ingestion	Do not taste or swallow.

Component Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Water 7732-18-5	> 90 mL/kg (Rat)		
Calcium hydroxide 1305-62-0	= 7340 mg/kg (Rat)		
Magnesium hydroxide 1309-42-8	= 8500 mg/kg (Rat)		
Sodium hydroxide 1310-73-2		= 1350 mg/kg (Rabbit)	

Information on Physical, Chemical and Toxicological Effects**Symptoms**

May cause dermatitis or irritation in some individuals upon prolonged contact. May cause severe chemical burns with reddening and pain. May cause skin and eye irritation. May cause irritation to the mucous membranes and upper respiratory tract. May cause burns to mouth and gastrointestinal corrosion.

Delayed and Immediate Effects as well as Chronic Effects from Short and Long-term Exposure**Carcinogenicity**

This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

STQT - single exposure

May cause respiratory irritation... May cause drowsiness or dizziness.

Numerical Measures of Toxicity- Product

Not determined

The following values are calculated based on chapter 3.1 of the GHS document

ATEmlx (oral) 21097 mg/kg

ATEmlx (dermal) 9445 mg/kg

12. ECOLOGICAL INFORMATION**Ecotoxicity**

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal

Chemical Name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Calcium hydroxide 1305-62-0		180: 96 h <i>Gambusia affinis</i> mg/L LC50 static		
Sodium hydroxide 1310-73-2		45.4: 96 h <i>Oncorhynchus mykiss</i> mg/L LC50 static		

Persistence and Degradability

Not determined.

Bioaccumulation

Not determined.

Mobility

Not determined.

Other Adverse Effects

Not determined

13. DISPOSAL CONSIDERATIONS**Waste Treatment Methods****Disposal of Wastes**

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated Packaging

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Chemical Name	California Hazardous Waste Status
Calcium hydroxide 1305-62-0	Corrosive
Sodium hydroxide 1310-73-2	Toxic Corrosive

14. TRANSPORT INFORMATION**Note**

Based on package size, product may be eligible for limited quantity exception

DOT

UN/ID No UN1823
 Proper Shipping Name Sodium hydroxide, solid, mixture
 Hazard Class 8
 Packing Group II

IATA

UN/ID No UN1823
 Proper Shipping Name Sodium hydroxide, solid, mixture
 Hazard Class 8
 Packing Group II

IMDG

UN/ID No UN1823
 Proper Shipping Name Sodium hydroxide, solid, mixture
 Hazard Class 8
 Packing Group II

15. REGULATORY INFORMATION

International Inventories

Legend:

- TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
- DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List
- EINECS/ELNCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
- ENCS - Japan Existing and New Chemical Substances
- IECSC - China Inventory of Existing Chemical Substances
- KECL - Korea Existing and Evaluated Chemical Substances
- PIGCS - Philippines Inventory of Chemicals and Chemical Substances

US Federal Regulations

SARA 311/312 Hazard Categories

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Sodium hydroxide 1310-73-2	1000 lb			X
Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	Reportable Quantity (RQ)	
Sodium hydroxide 1310-73-2	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ	

US State Regulations

U.S. State Right-to-Know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Calcium hydroxide 1305-62-0	X	X	X
Sodium hydroxide 1310-73-2	X	X	X

U.S. EPA Label Information

16. OTHER INFORMATION

NEPA

Health Hazards
Not determined

Flammability
Not determined

Instability
Not determined

Special Hazards
Not determined

HMIS

Health Hazards
3

Flammability
0

Physical Hazards
0

Personal Protection
Not determined

Issue Date

01-Jan-2008

Revision Date

12-Dec-2012

Revision Note

New format

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

USC SUPPLEMENTAL GENERAL CONDITIONS FOR WORKING ON CAMPUS

1. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies and stairs. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the building to the work area. Providing safe, accessible, plywood pedestrian ways around construction may be required if a suitable alternative route is not available.
2. Fraternalization between Contractor's employees and USC students, faculty or staff is strictly prohibited - zero tolerance!
3. USC will not tolerate rude, abusive or degrading behavior on the job site. Heckling and cat-calling directed toward students, faculty or staff or any other person on USC property is strictly prohibited. Any contractor whose employees violate this requirement will be assessed a fine of up to \$500 per violation.
4. Contractor's employees must adhere to the University's policy of maintaining a drug-free and smoke-free/tobacco free workplace.
5. Contractor must sign a Contractor Key Receipt/Return form before any keys are issued. Keys must be returned immediately upon the completion of the work. The Contractor will bear the cost of any re-keying necessary due to the loss of or failure to return keys.
6. A welding permit must be issued by the University Fire Marshall before any welding can begin inside a building. Project Manager will coordinate.
7. Contractor must notify the University immediately upon the discovery of suspect material such as those potentially containing asbestos or other such hazardous materials. These materials must not be disturbed until approved by the USC Project Manager.
8. At the beginning of the project, the USC Project Manager will establish the Contractor's lay-down area. This area will also be used for the Contractors work vehicles. No personal vehicles will be allowed in this area, or in any areas surrounding the construction site that are not regular or authorized parking lots. Personal vehicles must be parked in the perimeter parking lots. The lay down area will be clearly identified to the contractor by the PM, with a sketch or drawing provided to Parking. In turn, the contractor will mark off this area with a sign containing the project name, PM name, Contractor name and contact number, and end date. Where this area is subject to foot traffic, protective barriers will be provided as specified by the PM. The area will be maintained in a neat and orderly fashion.
9. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
10. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.
11. Any damage to existing landscaping (including lawn areas) will be remediated at Contractor's expense before final payment is made.

CONTRACTOR VEHICLE REQUIREMENTS ON CAMPUS

1. All motorized vehicles on the University campus are expected to travel and park on roadways and/or in parking stalls.
2. All motorized vehicle traffic on USC walkways must first be authorized by USC Grounds Department and USC Project Manager. Violators may be subject to fines and penalties.
3. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.
4. Contractors, vendors, and delivery personnel are required to obtain prior parking authorization before parking in a designated space. Violators may be subject to fines and/or penalties. See Item 10 below.
5. Drivers of equipment or motor vehicles that damage university hardscape or landscape will be held personally responsible for damages and restoration expense.
6. Vehicle drivers who park on landscape or drives must be able to produce written evidence of need or emergency requiring parking on same.
7. All vehicles parked on landscape, hardscape, or in the process of service delivery, must display adequate safety devices, i.e. flashing lights, cones, signage, etc.
8. All drivers of equipment and vehicles will be respectful of University landscape, equipment, structures, fixtures and signage.
9. All incidents of property damage will be reported to Parking Services or the Work Management Center.
10. Parking on campus is restricted to spaces designated by Parking Services at the beginning of the project. Once the project manager and contractor agree on how many spaces are needed, the project manager will obtain a placard for each vehicle. This placard must be hung from the mirror of the vehicle, otherwise a ticket will be issued and these tickets cannot be Afixed@. Parking spaces are restricted to work vehicles only; no personal vehicles.