

 UNIVERSITY OF SOUTH CAROLINA	Invitation for Bid	Solicitation Number USC-IFB-3077-KS Date Issued January 26 th , 2017 Date Posted January 26 th , 2017 Procurement Officer Kevin Sanders Phone 803.777.4115 E-Mail Address ksanders@mailbox.sc.edu
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DESCRIPTION: Provide Interior painting for Columbia Hall Residence Hall

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY:

February 28th 2017 2:30P.M.

See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY:

February 13th, 2017 12:00 NOON

See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **1 Hard copy (Marked "ORIGINAL") and 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: Site Visit DATE & TIME: February 9 th , 2017 10:00am As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: Columbia Hall 918 Barnwell Street Columbia SC 29208
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on March 3rd, 2017 . 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 (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) ☐ Sole Proprietorship ☐ Partnership ☐ Corporate entity (not tax-exempt) ☐ Tax –exempt corporate entity ☐ Government entity (federal, state, or local) ☐ Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	

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

- PLEASE CHANGE TO COVER PAGE –PAPER ONLY (MAR. 2015)

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **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.

Refurbish furniture **in accordance with all the requirements stated herein.**

II. Instructions To Offerors - A. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE

ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF

NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL

PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED

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

BOARD means the South Carolina Budget & Control Board or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

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. [11-35-310(4)]

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 clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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.

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 either the Cover Page, an amendment, or an award notice.

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 you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.[02-2A003-2]

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.

AUTHORIZED AGENT (FEB 2015)

All authority regarding 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 or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. 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. [02-2A010-2]

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY **2004**) 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 **2004**) 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 **2004**) 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 **2004**)

(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 nonresponsive.

(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.net/coderegs/statmast.htm>.

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2004) 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 (FEB 2015)

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. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2004) 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 (FEB 2015)

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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

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]

IRAN DIVESTMENT ACT – CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <https://procurement.sc.gov/iran-divestment> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-A]

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

OMIT TAXES FROM PRICE (JANUARY 2004): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

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 2004) 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 (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is 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. [See R. 19-445.2042(B)] 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. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (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 its procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

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 (JUN 2015): (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.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

SIGNING YOUR OFFER (JANUARY 2004) 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 2004) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm.

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(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 agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION: Paper offers are required. If you submit a paper offer or modification, the following instructions apply. (a) 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). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized 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: (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 2004) 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 3077-KS**

Title: Provide Interior painting for Columbia Hall Residence Hall

Attn.: Kevin Sanders

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

FAXED TO:
803-777-2032

CLARIFICATION (NOV 2007) Pursuant to Section 11-35-1530(6), 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 11-35-1530(6); R.19-445.2080] [02-2B055-1]

DESCRIPTIVE LITERATURE – LABELLING (JAN 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

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

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 - 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 YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. [02-2B113B-1]

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). [02-2B114-1]

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-mmommo@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]

SAMPLES OR DESCRIPTIVE LITERATURE

Samples or descriptive literature should not be submitted unless expressly requested and regardless of any attempt by an offeror to condition its offer, unsolicited bid samples or descriptive literature which are submitted at offeror's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the Invitation for Bids.

LEGAL AGREEMENTS INCLUDED WITH BIDS MUST BE CLEARLY LABELLED "SAMPLE"

Every page of legal agreement(s) that Offeror expects the University to sign in order to do business with Offeror, Offeror's terms and conditions, and/or similar type legal documents pursuant to potential contract award that Offeror chooses to include with its bid must be clearly labelled "SAMPLE". If Offeror's bid is the lowest price responsive and responsible offer from the evaluation process for the solicitation, then the University will consider the legal documents pursuant to potential contract award that the Offeror included with its bid and clearly labelled "SAMPLE".

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.

NOTE: DRAWINGS 1,2,3, and PAINT CODE DOCUMENTS ARE INCLUDED FOR DOWNLOAD

Project Commencement: Monday, May 8th, 2017

Substantial Completion: July 15th

Total Project completion: July 21st, 2017

1. INTERIOR PAINTING SPECIFICATIONS - COLUMBIA HALL RESIDENCE HALL

UNIVERSITY OF SOUTH CAROLINA

2.

3. **SECTIONS INCLUDE:**

(1) **PART 1 – GENERAL**

(2) **RELATED DOCUMENTS**

1.02 SUMMARY OF WORK

1.03 WORK SCHEDULES

1.04 SCOPE OF WORK

1.05 HAZARDOUS MATERIALS

1.06 OSHA COMPLIANCE

1.07 PROTECTION

1.08 SUBMITTALS

1.09 QUALITY ASSURANCE

1.10 PROJECT MEETINGS

1.11 BUILDING OCCUPANCY

1.12 RESTRICTIONS

1.13 BUILDING ACCESS FOR OTHER BUILDING MAINTENANCE WORK

1.14 UTILITIES ACCESS

1.15 PARKING

1.16 BUILDING ACCESS & SECURITY

1.17 DELIVERY, STORAGE, AND HANDLING

1.18 DEBRIS

PART 2 – PRODUCTS

2.01 GENERAL

2.02 ACCEPTABLE MANUFACTURERS

2.02 SCHEDULES

PART 3 – EXECUTION

3.01 EXAMINATION

3.02 PREPARATION

3.03 APPLICATION

3.04 FIELD QUALITY / STANDARD OF ACCEPTANCE

3.05 PUNCHLIST INSPECTIONS

POLICY FOR KEYS, ACCESS CARDS & BUILDING SECURITY FOR CONTRACTORS & VENDORS

END OF SECTION

INTERIOR PAINTING SPECIFICATIONS FOR COLUMBIA HALL RESIDENCE HALL

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1. Finish Schedule
2. Finish Plans
3. Specifications (Remainder of this document in its entirety)

1.02 SUMMARY OF WORK

The Contractor shall furnish all labor, materials and equipment required to protect, prep and perform interior painting of resident hall rooms and other identified spaces in the following residence hall:

Columbia Hall – Building is 121,743 gross square feet with 12 floors, including suite style resident rooms, and a small variety of common lounges, residential learning spaces and offices.

1.03 WORK SCHEDULES

The building will be unoccupied for the duration of the project. Contractor will have access and may work 24 hours a day 7 days a week.

* Note: **It is absolutely critical that this project maintains its schedule.**

Work commencement will be on Monday, May 8, 2017. Substantial completion will be on July 15th. Total project completion will be on Friday, July 21, 2017, a total of **74 days**.

- A. The Contractor will submit an initial master schedule within seven (7) calendar days of contract award.
- B. Master Schedule shall include details for each section (floor) identifying tasks to occur each week, per floor / phase. The schedule for each floor will include a start and completion date for prep work (including dust control measures), priming, painting (ceilings, walls, trim, doors), clean up, initial punch list, substantial completion and final punch list items completed, which includes all removal of the Contractors supplies and equipment.
- C. **The University will only release the next phase of work to the Contractor provided the Contractor has adhered to schedule and the phase work has met the University's standards for quality.**
- D. Following substantial completion of each phase, each floor will be turned over to the USC Housing Facilities Operation's staff to complete their summer programs.
- E. The Contractor will be responsible for staffing the specified areas with appropriate staff and on-site supervision to ensure all work is completed on schedule. The Contractor, within his schedule, will identify the number of on-site supervisors and staffing levels required to adhere to the schedule.
- F. The schedule will be reviewed at weekly progress meetings. The contractor is responsible for status to date, a two-week look ahead, and the recovery schedule if timeline falls behind.

1.04 SCOPE OF WORK

(a) The comprehensive painting of Columbia Hall: Basement, 1st – 11th Floors (12 floors total) shall consist of, the following:

- A. **Building preparation must include protection of all equipment, furniture, floors, wall base, hallways, stairwells, adjacent areas and areas which require protection based upon these specifications. The Contractor shall submit a written plan to control dust, protect furniture, floors, hallways, stairwells, HVAC equipment and all adjacent areas with their schedule submittal and prior to beginning the project.**
- B. **Existing Furniture to remain at building; to be moved and protected as needed for work. At the end of the project all furniture shall be set up by the contractor per furniture plans provided by Housing Project Manager (included in bid package).**

(b)

- C. **Remove all signage, bulletin boards, white boards from all doors and CMU walls ONLY. Store signage, bulletin boards and white boards in area designated by Housing Project Manager (herein referred to as HPM) for later reuse. New signage, bulletins and white boards will be**

provided by and installed by owner.

- D. Removal, proper storage and reinstallation of all window blinds. The Contractor is required to discreetly label blinds with the window location to ensure proper reinstallation. Upon reinstallation, labeling is to be fully removed from the blinds. Contractor will identify, in writing, all damaged and missing blinds by location prior to starting work.
- E. Remove of all existing electrical and data wall plates prior to prime/paint. The Contractor will tape over electrical receptacles and switches. Contractor will provide type, and quantity of each type of wall plate needed and will be responsible for installation. Plates will be purchased and provided to the contractor, by Housing Project Manager.
- F. Surface preparation of all substrates as required for acceptance of paint, (including ceiling grid) including cleaning, patching, sanding and/or caulking and making good surfaces and areas of all imperfections per MPI Maintenance Repainting Manual ratings DSD-0 thru DSD-3. Re-adhere all peeling wallcovering at seams and edges prior to priming and painting.
- G. Contractor will identify and submit to the Housing Project Manager a list of bathrooms with stained or missing caulk or grouting as well as provide an estimate to replace approved amounts.
- H. Priming and painting of the following surfaces throughout the building as indicated on finish plans and specifications:
 - 1. Gypsum and plaster walls and ceilings
 - 2. Textured ceilings and beams
 - 3. Previously painted window panels set within window frames, sashes, sills,
 - 4. Interior door frames/trim and window frames/trim,
 - 5. Previously painted closet shelving
 - 6. Previously painted grilles and vent covers
 - 7. Previously painted wood soffits, to match adjacent wall paint color, unless otherwise specified.
 - 8. Metal stair railing, stair risers and stringers
 - 9. Exposed piping (except related to fire suppression system), access panels, conduit to match adjacent paint color.
- I. Paint all previously painted mechanical, electrical and data rooms on each floor, taking precautions to protect all equipment and without any interruption of services. Contractor will request the Housing Project Manager to coordinate meetings with appropriate parties on campus that can explain the best way to paint these areas and protect equipment.
- J. Exclusions: The following surfaces **will not be painted** as part of this project:
 - 1. Exposed, unpainted brick
 - 2. Anodized bronze metal store front frames at windows and doors at exterior walls
 - 3. Acoustical ceiling tile systems
 - 4. Stair treads and landings
 - 5. Other
- K. After completion of their work, the painting Contractor shall remove all splatters or spills from glass, tile floors including grout, carpet, cove base, VCT or other surfaces adjacent to their work.

1.05 HAZARDOUS MATERIALS

- A. Contractor must abide by all state, local and university policies and procedures regarding hazardous materials. Contractor to refer to the Hazardous Materials Survey Results and Report for details.
1. **Joint compound in the walls has tested positive for ACM.** Refer to USC Health/Safety testing results provided in bid documents for details. Work disruptive to ACM will be performed by USC Hazmat group.
- B. Contractor must sign a permit to work, acknowledging receipt of survey and policies, prior to commencement of work. If contractor is not willing to sign permit to work, they will not be authorized to perform work.

1.06 OSHA COMPLIANCE

Contractor is responsible for OSHA compliance and may be subject to inspections from University Health and Safety officials. The contractor may also be required to submit a safety plan to the University prior to project commencement.

1.07 PROTECTION

- A. **If at any time, in the opinion of the University, proper precautions have not been taken to provide adequate protection of building surfaces and furnishings, the Contractor will be advised by the Housing Project Manager of specific locations and problems and shall cease work immediately within the particular space(s) until such protections have been installed. Whether initial or supplemental protections are provided, all protection in spaces and for furnishings and finishes are at no additional cost to the University.**
- B. The Contractor shall survey and inform the Housing Project Manager of any pre-existing damage within the work areas prior to starting work. The Contractor is strongly encouraged to take pictures of items considered to be damaged prior to starting the project and submit them to the Housing Project Manager for verification and approval before making these repairs. If at any time throughout the duration of the project, damage is identified by university personnel and has not been documented, the Contractor shall assume responsibility for any repair and/or replacement of the item.
- C. The Contractor shall identify in advance all instances when work, such as fabrication of materials, is required to occur outside buildings and to propose in advance how the work area will receive protection.
- D. The Contractor shall protect adjacent surfaces, areas to be finished, and areas that have been finished, with drop cloths or other suitable means, including flooring and furniture prior to performing any work. Contractor shall replace and/or clean, at no cost to the University, any equipment, hardware, furniture or finishes damaged during painting and clean up.
1. The Contractor will install dust barriers to prevent dust migration to bedroom entrances, halls, stairwells and corridors.
 2. Stairwells, corridors and hallways will have entry mats placed to prevent the spread of dust and the hall floors and stairwells will be covered to protect them from damage.
 3. All HVAC systems per floor shall be turned off, all fan coil units, HVAC return and supply vents, smoke/heat detectors will be covered with plastic to prevent dust from entering and being left on

equipment coils. Failure to do could result in the smoke alarm going off. If it is determined that this is the cause for the alarm, contractor will absorb costs incurred by responding EMS Personnel.

4. Contractor will employ wet sanding or sanding using a vacuum collection system to minimize the spread and the clean-up of dust.
 5. Once sanding is complete and dust is contained HVAC units may be turned back on. The contractor is responsible for cleaning the HVAC vents and any damage acquired from sanding dust and debris.
- E. The Contractor is solely responsible for all windows and exterior doors being closed and secured at the end of each work day to prevent weather related damage or unauthorized entry to the site.
- F. The Contractor is responsible for any and all damage to any interior or exterior equipment, adjacent surfaces, furniture, finishes, and to the building and grounds caused by lack of protection related to all items in these specifications. Contractor shall replace, repair and/or clean, at no additional cost to the University, any damaged property to its original state.
- G. The Contractor will use custodial mop sinks as identified by the Housing Project Manager. **The Contractor will not be permitted to use any showers, kitchen sinks, bathroom sinks or laundry sinks to clean tools or equipment except where designated by Project Manager.** The Contractor will be responsible for any clogged lines or drains and/ or any damages to plumbing lines.
- H. Upon commencement of work, all rooms not currently being worked in shall be closed to prevent the migration of any dust, dirt, or materials in adjacent areas.
- I. The Contractor shall keep sidewalks and parking areas cleared of materials and debris at all times.
- J. Protect all newly painted exterior surfaces from rain and snow, condensation, contamination, dust, salt spray and freezing temperatures until paint coatings are completely dry. Curing periods shall exceed the manufacturer's recommended minimum time requirements.
- K. Erect barriers or screens and post signs to warn, limit or direct traffic away or around work area as required.

1.08 SUBMITTALS

Note: All substitutions are to be proposed and submitted in writing at the time of bid. No substitutions will be accepted after bid is accepted. When submitting a product for equivalency approval, it shall be the responsibility of the Contractor to justify in writing that a product is equivalent to the item specified. Upon approval by the HPM, the Contractor may elect to procure this alternative.

The Housing Project Manager shall provide the Contractor a decision on each submittal within five (5) workdays of each submittal's receipt.

Until written approval from Housing Project Manager has been given in form of a purchase order, products or materials shall not be purchased, fabricated or incorporated into the work.

A. Pre-Construction Submittals

1. Contractor must deliver to the Housing Project Manager three (3) copies of each submittal as specified, within ten (10) business days of contract **award** and prior to the start of contract work, unless otherwise specified below.
2. The Contractor will be required to submit the following:
 - a. Samples for Verification: For each type of paint system and in each specified color and gloss of top coat indicated.
 - i. Submit Samples on Rigid backing, 12 inches square (manufacture draw-downs are acceptable, and preferred)
 - ii. Label each sample with Manufacturer name, paint material description, color, sheen, and designation as indicated on drawings and in finish schedules.
 - b. Manufacturer's Product Data: For each type of product indicated.
 - i. Product Characteristics
 - ii. Surface preparation instructions & recommendations
 - iii. Primer requirements and finish specification
 - iv. Storage & handling requirements & recommendations
 - v. Application methods
 - vi. Cautions, VOC content information
 - vii. Cleaning instructions
 - viii. Product test reports
 - c. Master Work Schedule with milestones: outlining how each phase of work will be completed on time (removal/demo, prep, prime, and painting of ceiling, walls, trims, cleaning, and punch). **To be submitted within seven (7) calendar days from contract award.**
 - d. Staff experience for paint crew as listed under section 1.08 Quality Assurance.
 - e. Building protection plan: including a plan outlining dust containment and method/s of sanding, and protecting adjacent surfaces and FFE.
 - f. Schedule of values
 - g. Proof of Insurance (current)
 - h. All other materials & information identified elsewhere in this document.

B. Invoices/Application for Payments

1. Contractor's invoices shall be prepared in accordance with the terms and conditions of the University's Long Form Contract. The final invoice will be paid upon completion of all work,

cleaning of the project work site, final acceptance by the Housing Project Manager and required documentation as required in this Contract.

2. Progress payments will be acceptable based on the percentage and completion of work, reflected in attached schedule of values. They generally should correspond to the completion of each phase. All requests for payment will be addressed and sent to University Housing Construction & Renovation Department, Patterson Hall, 1520 Devine Street, Columbia SC 29208.

C. Close out Submittals

1. Contractor must deliver to the Housing Project Manager two (2) copies of each submittal as specified, within twenty (20) business days of total project completion.
2. Provide the following:
 - a. Final finish schedule and specifications
 - b. Cleaning, care and maintenance instructions
 - c. Warranty information

1.09 QUALITY ASSURANCE

- A. Contractor Qualifications: The contractor shall have a minimum of ten (10) years proven satisfactory experience and shall show proof before commencement of work that he will maintain a qualified crew of painters throughout the duration of the work. Contractor shall provide a list of the last three comparable interior repainting jobs including, name, location, specifying authority / project manager, start / completion dates and value of the work.
- B. Preparation & Workmanship: Comply with requirements under Part 2 & 3 of this document for products & paint systems indicated.
- C. Mock-ups: Apply benchmark samples of each paint system indicated and each color & finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution. Mock up to be provided no later than 10 days from project commencement.
 1. Housing Project Manager will select one surface to represent surfaces and conditions for surface preparation and paint application of each paint system as specified in Part 3.
 - a. Wall and Ceiling Surfaces & Wood Trim: Provide samples of at least 50 sq. ft which designate prime and finish coats. Adjacent wood trim to be included in mock ups.
 - b. Other Items: Housing Project Manager will designate items or areas required.
 2. Final approval of color selections and aesthetics (including coverage, texture and color) will be based on benchmark samples. Do not proceed with remaining work until the University Housing Interior Designer approves the mock-up samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by University Housing Interior Designer at no added cost to Owner.

1.10 PROJECT MEETINGS

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

1. Attendees: Housing Project Manager and other University personnel, Contractor Project Manager, superintendent, subcontractors, and other individuals whose presence is required.

2. Agenda: The Contractor will distribute the agenda, to include the following information:

- a. Overall work schedule
- b. Critical work sequencing
- c. Working hours
- d. Designation of key personnel and their duties
- e. Procedures for
 - i. Processing field decisions and Change Orders
 - ii. Requests for information (RFIs)
 - iii. Processing Applications for Payment
 - iv. Progress cleaning
 - v. protection of surfaces, fixtures and furnishings
- f. Security
- g. Proposed Contractor dumpster placement/location
- h. Proposed Location of the Port-O-Johns
- i. Minutes: The Contractor will record and submit for approval significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned.

Owner will provide the following information:

- j. Owner's occupancy requirements
- k. Parking
- l. Locations of construction sinks
- m. Contractor storage location(s) within the building.

B. Progress Meetings: The Contractor shall conduct progress meetings on **weekly** intervals. The scheduled day and time to be determined by the Housing Project Manager upon the start of the project and will be held at the job site.

1. Attendees: Same as Kickoff/ Preconstruction Meeting to include any additional sub-Contractors.

2. Agenda: Topics for discussion as appropriate regarding project status, including but not limited to:

- a. Progress Update
- b. Issues to address
- c. Site Walk-thru
- d. Minutes: The Contractor shall prepare, review, correct or approve minutes of the previous progress meeting, and distribute meeting minutes to all attendees.

1.11 BUILDING OCCUPANCY

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

1.12 RESTRICTIONS

- A. Work hours are unrestricted for the duration of this project. University Housing however maintains the right to modify work hours and access to the site should the need arise. University Housing will provide proper notice to the Contractor in the event any change must be made.
- B. The Contractor is required to have a full time, English speaking, superintendent onsite daily for this project. Contractor must provide the name and daytime and after-hours contact information for the project superintendent and for at least one more senior Contractor representative (English speaking) should the project superintendent not be reachable.
- C. Contractors will be responsible to ensure the professional conduct of their employees and subcontractors while on University property. In accordance with University Policy, sexual harassment, discrimination and the use of alcohol or drugs is strictly forbidden. Contractor Superintendent and employees will be held accountable for any conduct that violates University Policy. Refer to <http://www.sc.edu/policies/policiesbysubject.php> for policy details.
- D. Contractors will not be able to use existing bathroom facilities. Port O Johns must be provided and emptied/changed out by the Contractor or the carrier of their choosing. Portable restroom facilities will be restricted to areas designated by the Housing Project Manager. Contractors and their employees found in violation shall be removed from the job site.
- E. Proper attire must be worn at all times. Tank tops and shorts are not permitted on site.
- F. If used, the University shall approve the location of the Contractor's dumpster and exterior storage container prior to placement. Contractor will not be allowed to use any Campus dumpsters or place dumpsters on landscape, turf or block means of egress from exits or fire lanes.
- G. The Contractor shall not allow its workers and subcontractors to dispose any food waste/items into their construction dumpster to prevent potential rodent infestation of the dumpster. All food/waste items shall be removed daily from inside the buildings and disposed of off Campus.
- H. Workers are prohibited from standing on or using existing furniture (i.e., desks, desk chair, beds, etc.) in lieu of approved stepladders.
- I. Bathroom sinks, showers or tubs may not be used for the cleaning of Contractor tools and equipment, except where designated by Housing Project Manager.
- J. Contractor will not be granted access to or be allowed to perform any work or store any materials in any student bedrooms that do not require any work under this project.
- K. Contractor will not be allowed to enter any occupied student bedroom, staff apartment or staff office without a University Housing escort, assigned by the Housing Project Manager.
- L. Contractor shall not prop exterior doors open and shall ensure all windows and exterior doors are locked at the end of each work shift.

- M. The University of South Carolina is a **tobacco free campus**. The Contractor will ensure that the tobacco free policy is adhered to and enforced with regard to their employees, subcontractors and vendors.

The following is the applicable portion of the tobacco free policy in regards to contractors and vendors. Refer to <http://www.sc.edu/policies/ppm/univ500.pdf> for the policy in it's entirety.

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

1. *"Tobacco and smoking products" include all tobacco-derived or containing products, including but not limited to cigarettes (i.e. clove, bidis, kreteks), electronic cigarettes, cigars and cigarillos, pipes, water pipes, smokeless tobacco products or substitutions (spit and spitless, chew, pouches, snuff) or any other device intended to simulate smoked tobacco. This does not apply to nicotine replacement therapy, which is designed to assist tobacco users to quit tobacco.*
2. *"University property" includes all buildings, facilities, grounds and spaces leased, owned or controlled by the University of South Carolina Columbia Campus, whether or not signs are posted. This includes, but is not limited to, buildings on university-owned land, offices, classrooms, laboratories, elevators, stairwells, bridges and walkways, balconies, decks, restrooms, shuttle buses, shuttle bus stops, sidewalks, parking structure/areas/lots, meeting rooms, hallways, outdoor passageways and entrances, lobbies, common areas and athletic venues, including those with outdoor fixed seating.*

Use of Tobacco Products

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

1.13 BUILDING ACCESS FOR OTHER BUILDING MAINTENANCE WORK

- A. The University may elect to schedule other work in adjacent work areas during this same summer break work period.
- B. The Housing Project Manager at the weekly progress meetings will identify in advance any work scheduled by the University to occur in any part of the building in which maintenance work is to occur.
- C. Such work may not be scheduled into individual units occupied by Contractor crews without the prior knowledge of, and acceptance given by the Contractor.

- D. Based on the nature of the work to be performed by University or Housing crews or agents, the Housing Project Manager may conduct inspections of the affected space(s) for the purpose of identifying any unwarranted conditions that could be attributable to the work of such crews.
- E. The University may also need to send staff through the building to conduct specific condition assessments and other inspections not related to this contract; however, such inspections will also be coordinated in advance via the weekly progress meetings.
- F. If at any time a situation is deemed an emergency, university personnel may access the building without notification to or approval from the Contractor and /or Housing Project Manager to perform emergency repairs or conduct critical life and structural safety inspections.

1.14 UTILITIES ACCESS

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

1.15 PARKING

- A. When on campus parking is available, the Contractor will be limited to the number of parking spaces and locations as assigned through Campus Parking/Vehicle Management.
- B. The Contractor should note that there may be a parking fee associated with parking on campus. It is the Contractor's sole responsibility to make sure that all fees and fines are current and paid in a timely manner.
- C. When on campus parking is utilized, the Housing Project Manager will assist the Contractor by obtaining parking permit(s) (i.e. vehicle(s) hangtag(s), identifying drop off points near the building where vehicles may be temporarily staged to facilitate the periodic off-loading of equipment, tools, and materials.
- D. All vehicles parked on campus must be head-in to the parking space. Backing in or pull-through parking is prohibited in all areas, including meters.
- E. Contractor vehicles shall not be left in fire lanes or ADA parking spaces and will be subject to, and responsible for, any and all fines.
- F. Do not obstruct walkways, driveways or other public thoroughfares. Parking is prohibited on turf and sidewalks as well as any other areas not specifically designated for the purpose of vehicle parking as stated in policy BUSF5.50, located at <http://www.sc.edu/policies/busf550.pdf>.

1.16 BUILDING ACCESS & SECURITY

- A. Five (5) access cards for each building will be issued to the Contractor for the duration of the project. The access cards will be activated to allow the Contractor to enter the buildings, but only during approved working hours designated by the Housing Project Manager. The Contractor will be charged for all cards not returned upon completion of the project. All access cards and/or red core keys must be signed out by the responsible party.

- B. Keys to students' rooms, offices, staff apartments, are prohibited. All Doors will be open by Housing Personnel prior to the commencement of work. The Contractor is responsible for assuring all windows and entry doors are closed and locked at the end of the workday. Maintaining security of the building shall be the Contractor's responsibility.

1.17 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content as well as mixing and/or reducing and application requirements.
- B. Store all paint materials in original labeled containers in a secure (lockable), dry, heated and well ventilated single designated area meeting the minimum requirements of both paint manufacturer and authorities having jurisdiction and at a minimum ambient temperature of 45° F (7° C). Only material used on this project to be stored on site. .
- C. Where toxic and/or volatile / explosive / flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking) as required.
- D. Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) shall be stored in suitable closed and rated containers and removed from the site on a daily basis.
- E. Comply with requirements of authorities having jurisdiction, in regard to the use, handling, storage and disposal of hazardous materials.
- F. All materials used by the Contractor shall be stored in a place designated by the Housing Project Manager. Materials stored on the site shall be arranged thereon in a neat and orderly manner as to not affect in any way any of the terms and conditions under this contract or to block exits.
- G. The University will not assume responsibility for the security of the Contractor's project materials, tools, or equipment.
- H. The Contractor shall not install any locking hardware on any portion of the building.
- I. The above mentioned materials shall be removed and the entire site shall be cleared at the time of project completion.

1.18 DEBRIS

- A. All demolished material, except that listed or marked as salvage by the University for retention, and that which can be recycled, becomes the property of the Contractor.

- B. Remove all project debris inside the building as work progresses, on a daily basis. All demolished materials shall be loaded directly on to trucks for removal or placed in contractor's dumpster (s). All required dumpsters shall be provided by the Contractor and serviced when filled.
- C. Dispose of debris legally. Do not burn on site. Do not allow debris to enter sewers. Do not let piled debris endanger the structures and trees/plants that shall remain.
- D. Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.
- E. Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
- F. Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- G. Clean equipment and dispose of wash water / solvents as well as all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints,
- H. Suppress dust. Prevent unsanitary conditions, washouts, erosion, staining or silting of the site and adjacent property.
- I. Work in public areas inside buildings must be cleaned after the work task is completed to prevent spreading dust and debris to adjacent areas by workers. Areas must be vacuumed prior to moving to the next area. Failure to do so will result in the University hiring additional forces to perform clean up and any and all costs incurred will be the responsibility of the contractor, and deducted from the final project costs.
- J. At the completion of the work, clean the entire areas involved in the work and leave it in an orderly condition, free of rubbish, dust and debris. The Contractor must clean all interior and exterior spaces impacted by project activities. All affected interior surfaces must be wiped down and/or vacuumed to remove all dust and debris.
- K. Use of window openings to discard debris is strictly prohibited unless proper protection is provided and approved in advance by the Housing Project Manager.
- L. The building and the building premises shall be left in a condition that is acceptable to the Housing Project Manager.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All materials shall be products listed in the latest edition of the MPI Approved Product List and shall be from a single manufacturer for each system used.
- B. All materials shall be lead and mercury free.
- C. All paint and primers shall conform to Green Seal Standard GS-11 or Greengard certified for low odor and low or no VOC content.**

- D. Unless otherwise specified or pre-approved, all paints shall be ready mixed and pre-tinted from the factory or supplier in original, unopened container. Re-mix all paint containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity.
- E. No thinners are to be added, unless specified by and in accordance with paint manufacturer's recommendations.

2.02 ACCEPTABLE MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- 1. Benjamin Moore
- 2. Porter Paints
- 3. PPG Architectural Finishes, Inc.
- 4. Rose Talbert Paints
- 5. Sherwin-Williams Company (The Basis of Design)

B. No substitution of paint manufacturer will be permitted after project bid closing.

2.03 INTERIOR PAINT SCHEDULE

The Contractor is required to apply the necessary number of coats of paint to achieve an opaque finish; a minimum of one (1) prime coat and two (2) top coats to all surfaces.

A. CMU Substrates-Existing, Painted:

- 1. All Areas (Typical) except Kitchens, Bathrooms, Laundry, Mechanical, Custodial, Electrical & Data Rooms.
 - a. Prime Coat: Sherwin Williams Pro-Mar 200 Zero VOC Interior Primer, or Equal
 - b. Top-coats: Sherwin Williams Pro-Mar 200 Zero VOC Interior Latex Eg-Shel, or Equal
- 2. All Kitchens, Bathrooms, Stairwells, Laundry, Mechanical, *Custodial*, Electrical & Data Rooms.
 - a. Prime Coat: Sherwin Williams Pro-Mar 200 Zero VOC Interior Latex Primer or Acrylic Adhesion Primer (LEED Compliant) B51W8050, if necessary or Equal
 - b. Top-coats: Sherwin Williams Pro-Industrial Zero VOC Water-based Catalyzed Epoxy, Eg-Shel Finish, or Equal

B. Drywall substrates-Existing, Painted:

- 1. All Areas (Typical) except Kitchens, Bathrooms, Laundry, Mechanical, Custodial, Electrical & Data Rooms:
 - a. Prime Coat: Sherwin Williams Pro-mar 200 Zero VOC, Latex Drywall Primer, or equal
 - b. Top-coats: Sherwin Williams Pro-Mar 200 Zero VOC Latex, Eg-Shel Finish, or equal

2. All Kitchens, Bathrooms, Laundry, Mechanical, Custodial, Electrical & Data Rooms.
 - a. Prime Coat: Sherwin Williams Acrylic (LEED Compliant) Adhesion Primer B51W8050, or equal
 - b. Top-coats: Sherwin Williams Pro-Industrial Zero VOC Water-based Catalyzed Epoxy, or equal
3. Ceilings, unless otherwise noted.
 - a. Prime Coat: Sherwin Williams Pro-Mar 200 Zero VOC Latex Drywall Primer or equal
 - b. Prime Coat if stains are present: Sherwin Williams Quick Dry Stain Blocking Primer B51W8070, or equal
 - c. Top-coats: Sherwin Williams Pro-Mar 200 Zero VOC Latex Flat, or equal
4. Bathrooms, Laundry, and custodial ceilings.
 - a. Sand glossy surfaces until dull. Prime Coat: B66W00310 Pro Industrial Pro-Cryl Universal Acrylic Primer Off-White (two (2) full coats to any rusted surfaces), or equal.
 - b. Top-Coats: K46W00151-Pro Industrial Pre-Catalyzed Water-based Semi-Gloss Epoxy, Eg-Shel Finish, or equal
5. Previously Painted "Popcorn" Type Ceilings
 - a. Primer Sealer: Apply one coat of B51W8070 QD Stain Blocking Primer/Sealer. Two coats may be necessary over rust stains or badly discolored areas.
 - b. Top-Coats: Apply two coats of Pro-Mar 200 Zero VOC Flat Latex Finish Paint.
- C. Wood Substrates, non-traffic surfaces, including wood trim, architectural woodwork, wood-based panel products (including Doors/Windows/Trim)-Existing, Painted:
 1. All Areas (Typical) except Kitchens, Bathrooms, Laundry, Mechanical, Custodial, Electrical & Data Rooms.
 - a. Prime Coat: Premium no or low VOC, low odor, Acrylic Latex, Interior Primer ---Sherwin Williams Multi-Purpose Zero VOC Latex Primer B51 Series, or equal
 - b. Top-coats: Sherwin Williams Pro-Industrial Pre-Catalyzed Epoxy Semi-gloss Enamel, or equal
 2. All Kitchens, Bathrooms, Laundry, Mechanical, Custodial, Electrical & Data Rooms.
 - a. Prime Coat: Sherwin Williams (LEED Compliant) Adhesion Primer B51W8050, or equal
 - b. Top-coats: Sherwin Williams Pro-Industrial Zero VOC Water-based Catalyzed Epoxy, Eg-Shel Finish, or equal
- D. Metal Surfaces, Ferrous & Non-Ferrous-Existing, Previously Painted:
 - a. Prime Coat: Sherwin Williams Acrylic (LEED Compliant) Adhesion Primer B51W8050, or equal

- b. Top-coats: Sherwin Williams Pro-Industrial Pre-Catalyzed Epoxy Semi-gloss Enamel, or equal
- E. Window Panels, Previously Painted
 - a. Sand Existing Finish and remove dust. Repair any damaged areas and caulk perimeter if necessary to provide a complete seal
 - b. Prime coat: Sherwin Williams B51W450 Multipurpose Primer, or equal
 - c. Top-coats: Sherwin-Williams Pre-Catalyzed Epoxy, Eg-Shel Finish, or equal
- F. Previously Painted Vinyl Wallcovering:
 - a. Repair VWC with similar texture materials. Re-glue seams where necessary with heavy duty adhesive to prevent seams from opening up again.
 - b. Prime Coat: Sherwin-Williams B51W450 Multipurpose Primer or Equal.
 - c. Top Coats: Sherwin-Williams Pro-Mar 200 Zero Eg-Shel finish, or equal
- G. Acoustical Carpet Walls
 - a. Repair any loose areas with proper adhesive. Trim any long or unsightly areas before priming.
 - b. Prime Coat: Multi-Purpose Primer B51W450, or equal, allowing **at least 24 hours between coats**
 - c. Top Coats: Pro-Mar 200 Zero Eg-Shel finish, or equal
- H. Previously Stained Wood Surfaces, (Door Slabs):
 - a. Sand existing coating until dull. Patch any deep gouges with stainable wood putty
 - b. Stain Coat: Touch up stain and patched areas with appropriate Stain to match existing finish
 - c. Varnish Coat: After stain is completely dry, apply one coat of Wood Classics Fast Dry Gloss Oil based Varnish, or equal. After dry, sand surface until completely smooth.
 - d. Varnish Top Coats: Remove all dust with a tack cloth and then apply One or Two coats of Wood Classics Polyurethane Varnish, Satin Finish, or equal.
- I. Wall Plates
 - 1. Quantities and types provided by contractor to Housing Project Manager, Wall plates will be furnished by University Housing and installed by Contractor.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to commencement of repainting work, thoroughly examine (and test as required) all interior conditions and surfaces scheduled to be repainted and report in writing to the University Housing

Project Manager any conditions or surfaces that will adversely affect work of this section.

- B. The degree of surface deterioration (DSD) shall be assessed using the assessment criteria indicated in the MPI Maintenance Repainting Manual.
- C. The Contractor should not proceed with finishing of the surfaces in question until an agreement has been reached with the Housing Project Manager regarding any problems. The starting of work on any surface shall imply that the surface has been inspected and found acceptable by the Contractor.

3.02 PREPARATION

- A. Prepare all interior surfaces for repainting in accordance with MPI Repainting Manual requirements. Including but not limited to:
 - 1. Removing all dirt, tape of any kind, stickers and/or films from all surfaces
 - 2. All doors, trims and railing surfaces to be cleaned to remove surface contamination with Mean Green or an equal product prior to sanding and applying primer and paint.
 - 3. Filling holes, scratches, dents, uneven surfaces, cracks, abrasions, holes and voids
 - 4. All spot patching shall be re-primed and sanded using 100 grain sand paper to remove surface imperfections.
- B. Refer to the MPI Repainting Manual in regard to specific requirements for the following:
 - 5. Environmental conditions
 - 6. pH testing
 - 7. rust stain removal
 - 8. mildew removal
 - 9. vertical and horizontal concrete surfaces
 - 10. concrete masonry units
 - 11. structural steel and miscellaneous metals
 - 12. galvanized and zinc coated metals
 - 13. aluminum and copper surfaces
 - 14. wood doors
 - 15. wood paneling and casework
 - 16. stucco, plaster and gypsum board
- C. The Contractor shall remove and deliver to the University all electrical wall plate covers prior to starting the paint work. The Contractor shall reinstall all electrical wall plates, which will be furnished by owner at the completion of finish coat.
- D. Remove and securely store all miscellaneous hardware and surface fittings / fastenings (e.g. electrical plates, mechanical louvers, door and window hardware (e.g. hinges, knobs, locks, trim, frame stops), removable rating / hazard / instruction labels, washroom accessories, light fixture trim, etc. from wall and ceiling surfaces, doors and frames, prior to repainting and replace upon completion. Carefully clean and replace all such items upon completion of repainting work in each area. Do not use solvent or reactive cleaning agents on items that will mar or remove finishes (e.g. lacquer finishes). Doors shall be removed before repainting to paint bottom and top edges and then re-hung.
- E. Protect all adjacent interior surfaces and areas, including rating and instruction labels on doors, frames, equipment, piping, etc., from repainting operations and damage by drop cloths, shields, masking,

templates, or other suitable protective means and make good any damage caused by failure to provide such protection.

- F. Contractor is responsible for repair of all holes and voids within drywall, CMU and wood as defined in the MPI Maintenance Repainting Manual for degree of surface deterioration (DSD-0 thru DSD-3). University Housing considers holes, nicks or damage up to 2 inches in diameter and cracks up to 4 feet long a part of the project scope.
- G. For structural and DSD-4 substrate defects discovered prior to and after surface preparation or after first coat of paint shall be made good and sanded by others ready for painting, unless otherwise agreed to by the Owner and painter to be included in this work.
- H. Perform no repainting work unless a minimum lighting level of 323 Lux (30 foot candles) is provided on surfaces to be repainted. Adequate lighting facilities shall be provided by the Contractor.

3.03 APPLICATION

- A. Do not commence repainting unless substrates are acceptable and until all environmental conditions (heating, ventilation, lighting and completion of other sub-trade work, if applicable) are acceptable for applications of products, according to Paint Manufacturers requirements.
- B. Apply primer, paint or stain in accordance with MPI Painting Manual [Budget] [Premium] Grade finish requirements.
- C. Except on textured ceilings, the Contractor shall not use spray methods on any wall or ceiling finishes. The Contractor will be required to use the roll on and/or brush method.
- D. Apply primer, paint or stain in a workmanlike manner using skilled and trade qualified applicators as noted under Quality Assurance.
- E. Apply primer, paint or stain within an appropriate time frame after cleaning when environmental conditions encourage flash-rusting, rusting, contamination or the manufacturer's paint specifications require earlier applications.
- F. Primer, paint or stain coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations. No thinning or altering of paints or stains is permitted except in accordance with Paint Manufacturer.
- G. Apply the necessary number of coats of paint to achieve an opaque finish; a minimum of one (1) prime coat and two (2) finish coats to all patchwork; a minimum of four (4) coats of paint where deep or bright colors are used to achieve satisfactory results.
- H. Tint each coat of paint progressively lighter to enable confirmation of number of coats.
- I. Sand and dust between each coat to provide an anchor for next coat and to remove defects in previous coat (runs, sags, etc.) visible from a distance up to 1000 mm (39").
- J. All paint coats/finishes shall be evenly applied and free from sags, runs, laps, crawls, brush marks, skips, waves, variations in color or other visible defects.
- K. Do not apply finishes on interior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.

- L. To avoid air entrapment in applied coats, apply materials in strict accordance with manufacturer's spread rates and application requirements.
- M. University Housing reserves the right to have a third party gauge and verify thickness and consistency of finish to ensure that all coats have been applied as outlined in this specification.
- N. Primers: Use only primers and undercoats that are suitable for each surface to be covered and that are compatible with required finish coat.
- O. As work is completed, the Contractor will be responsible to ensure that all moving parts and hardware of the window sashes, window security screens and doors are not painted in such a way that the components will not open, close and lock or otherwise operate properly and free of restriction.

3.04 FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

- A. All surfaces, preparation and paint applications shall be inspected.
- B. Repainted interior surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent to the Housing Project Manager:
 - 1. Brush / roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
 - 2. Evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and reentrant angles.
 - 3. Damage due to touching before paint is sufficiently dry or any other contributory cause.
 - 4. Damage due to application on moist surfaces or caused by inadequate protection from the weather.
 - 5. Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.).
- C. Repainted interior surfaces shall be considered unacceptable if any of the following are evident under final lighting source conditions:
 - 1. Visible defects are evident on vertical surfaces when viewed at 90 degrees to the surface from a distance of 1000 mm (39").
 - 2. Visible defects are evident on horizontal surfaces when viewed at 45 degrees to the surface from a distance of 1000 mm (39").
 - 3. Visible defects are evident on ceiling surfaces when viewed at 45 degrees to the surface.
 - 4. When the final coat on any surface exhibits a lack of uniformity of sheen across full surface area.
- D. Repainted surfaces rejected by the inspector shall be made good at the expense of the Contractor. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags of damaged paint shall be removed by scraper or by sanding prior to application of paint.
- E. All glass window panes must be **FREE** of grease from **GLAZING COMPOUNDS, PAINT SPLATTERS**

OLD & NEW and CAULKING COMPOUNDS upon COMPLETION of WINDOWS.

- F. All windows must be operational, (the University must be notified in writing of any windows painted shut before being primed/finished), all security screens must be closed and locked and all insect screens must be reinstalled before the Contractor may request the inspection leading to the creation of the Preliminary Punch List.
- G. The University may require the Contractor to perform a one-time call back to the jobsite to open stuck window sashes.

3.05 PUNCHLIST INSPECTIONS

- A. Punch list in phases:
 - 1. Preliminary Punch: The inspection leading to the creation of the Preliminary Punch List by the Contractor.
 - 2. Final Punch: The inspection of the Final Punch List by the University Housing Project Manager.
- B. The inspection by the Housing Project Manager leading to the creation of the Preliminary Punch list for each phase floor must be requested at least two days in advance and in writing by the Contractor. This written request by the Contractor must state that, to the Contractor's knowledge, this phase/floor is fully completed in conformance with contract specifications and requirements. **The Contractor is required to submit a copy of their completed punch list inspection prior to requesting the Preliminary Punch list.**
- C. After receipt of the Preliminary Punch List, the Contractor shall have three (3) days before the University Housing Project Manager will automatically inspect completion of the Final Punch List items.
- D. Items remaining incomplete on the Final Punch List at the time of this last inspection, may, at the University's discretion, be taken over, completed by the University and charged to the Contractor for expenses incurred, and shall be deducted from final payment to the contractor.
- E. Retainage of a minimum of 10% of the per building cost or 200% of the cost of remaining work (whichever is greater) shall be withheld, by the University until completion of the Final Punch List by the Contractor, and final building acceptance is completed in writing, to the Contractor.
- F. The building and the building premises shall be left in a condition that is acceptable to the Housing Project Manager, in accordance to the conditions outlined in this document, including Standard of Acceptance.
- G. Final building acceptance shall also establish the substantial completion and start date of the one (1) year warranty period.

4. END OF SECTION

5. University Housing

B. POLICY FOR USE OF KEYS, ACCESS CARDS, AND BUILDING SECURITY for Contractors and Vendors

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

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

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

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

Keys and Access Cards:

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

Entering, Exiting, and Securing Our Buildings:

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

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

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

Employee's Name (Print Last, First)

Driver's License Number

State

Company: _____

Street

City

State

Zip

Employee's Office Phone: () _____ - _____

Employee's Cell Phone: () _____ - _____

Name of Employee's Supervisor: _____

Supervisor's Office Phone: () _____ - _____

Supervisor's Cell Phone: () _____ - _____

Signature

Date

END OF SECTION

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT –GENERAL (MAR 2015) : You shall submit a signed Cover Page and Page Two. Your offer should include 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 Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). 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 “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

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 (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.” [05-5005-2]

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015): Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB,

December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

SUBCONTRACTOR IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security -Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the 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 contact and evaluate your proposed subcontractors. [05-5030-2]

VI. Award Criteria

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

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

VII. Terms and Conditions - A. General

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY -GENERAL (FEB 2015)

(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 two (2) 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. [07-7A005-2]

CHOICE-OF-LAW (JANUARY 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 (FEB 2015)(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) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. 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. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JANUARY 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 (JANUARY 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 States 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 (JANUARY 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 (JANUARY 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 (JANUARY 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.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2].

NOTICE (JANUARY 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.

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT & INTEREST (FEB 2015)

(a) 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 mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, 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, unless otherwise required by Section 29-6-30. (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. Section 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. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JANUARY 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 (JANUARY 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.

SURVIVAL OF OBLIGATIONS (JANUARY 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 (JANUARY 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 (JANUARY 2006) Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. 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 (JANUARY 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 (JANUARY 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

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.

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

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

CHANGES (JAN 2006):

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

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

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

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

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

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

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

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

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

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

[07-7B056-2]

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.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

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. [07-7B060-1]

DEFAULT (JAN 2006):

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

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

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

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

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

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

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

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

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

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

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

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

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]

INDEMNIFICATION-THIRD PARTY CLAIMS –GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, 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 Indemnatee, and whether or not such action is brought by a third party or an Indemnatee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnatee must notify contractor in writing within a reasonable period of time after Indemnatee first receives written notice of any action. Indemnatee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnatee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnatee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnatee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnatee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnatee or otherwise adversely affect an Indemnatee. Indemnatee's consent is necessary for any settlement that requires Indemnatee to part with any right or make any payment or subjects Indemnatee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnatee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INFORMATION SECURITY - DEFINITIONS (FEB 2015)

The following definitions are used in those clauses that cross reference this clause.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.

Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

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. [07-7B120-1]

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

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

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

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

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

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

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

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

[07-7B160-1]

PRICING DATA – AUDIT – INSPECTION (JAN 2006): [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) **Cost or Pricing Data.** Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) **Records Retention.** You shall maintain your

records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

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.

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

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)] [07-7B237-1]

TERMINATION FOR CONVENIENCE (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not –for itself or on behalf of any third party –offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.[07-7B212-1]

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
1	1	Job	Interior painting of Columbia Hall as specified		\$

Resident Contractor Preference _____

Resident Sub-Contractor Preference (2%) _____ Number of Sub-Contractors _____

Resident Sub-Contractor Preference (4%) _____ Number of Sub-Contractors _____

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

Please refer to the preference clauses listed in the 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.

This is a "Turn Key" Job. Contractor will be responsible for all work, materials and supplies required.

IX. ATTACHMENTS TO SOLICITATION

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.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____
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.