

August 8, 2017

The University of Carolina will be conducting an Electronic Sealed Bidding Event for Custodial Services for the Law School. USC has partnered with eBridge to host this bidding event on its Online Bidding Platform.

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as, information on eBridge and the Electronic Bidding Process.

We thank you for your participation.

Sincerely,

Michelle Robinson
Procurement Officer
University of South Carolina

CONTACT INFORMATION

If you have any questions **regarding the specifications** or the Buyer's requirements for returning your response, please contact:


Michelle Robinson
Procurement Officer
University of South Carolina
Columbia, SC 29201
E-mail: marobins@mailbox.sc.edu
Primary Phone: 803-777-4115

If you have any questions **regarding the electronic bid process**, please contact:

eBridge Business Solutions, LLC
Rebecca Flaherty
7501 New LaGrange Road, Suite 2000
Louisville, KY 40222
rebecca.flaherty@ebridgeglobal.com
(877) 245-8880

MILESTONE DATES

Milestone Date	Milestone	What It Is and What You Need To Do
Tuesday, August 8, 2017	Bid Opportunity	An email invitation to respond to this opportunity. Click on the link provided to download all documents pertaining to this bid.
Monday, August 14, 2017 at 10:00am ET	Site Visit	Location of site visit: University of South Carolina 1525 Senate Street Columbia, SC 29209 Attendance is NOT MANDATORY
Tuesday, August 15, 2017 by 11:00am ET	Questions Submitted	Deadline to submit questions regarding response requirements, specifications or bidding process. Submit any questions regarding this opportunity to: marobins@mailbox.sc.edu
Wednesday, August 16, 2017	Answers Posted	Date you will receive an email with answers to all submitted questions. Review all answers to determine your interest and ability to provide the product or service being requested.
Wednesday, August 23, 2017 by 4:00pm ET	Solicitation Response	Deadline to submit your response, <u>EXCLUDING PRICING.</u> Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.
Tuesday, August 29, 2017	Formal Invitation Issued	Formal approval from the buyer to participate in the pricing portion of the process. Follow instructions given in the Formal Invitation email.
Wednesday – Friday, August 30 – September 1, 2017	Training on eBridge Process	Timeframe in which tutorials with eBridge will be scheduled and completed. Participate in a one-on-one training with an eBridge representative.
Wednesday, September 6, 2017 by 4:00pm ET	Initial Bid Due	Date by which all participants must place initial bid(s). Login to the eBridge platform and place your initial bid(s).
Thursday, September 7, 2017 at 11:00am ET	Online Event	Date and time the live online event will open. Login to the eBridge platform and participate in the live event.

 UNIVERSITY OF SOUTH CAROLINA	REVERSE AUCTION	Solicitation Number: USC-IFB-3085-MR-Re-Bid Date Issued: August 8, 2017 Procurement Officer: Michelle Robinson Phone: 803-777-4115 E-Mail Address: marobins@mailbox.sc.edu Mailing Address: 1600 Hampton Street Ste 606 Columbia, SC 29208
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DESCRIPTION: UNIVERSITY OF SOUTH CAROLINA LAW SCHOOL CUSTODIAL SERVICES

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
MAILING ADDRESS: University of South Carolina – Purchasing Department 1600 Hampton Street, Suite 606 Columbia SC 29208	PHYSICAL ADDRESS: University of South Carolina – Purchasing Department 1600 Hampton Street, Suite 606 Columbia SC 29208

SUBMIT OFFER BY (Opening Date/Time): **08/23/2017 at 3:00 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **08/15/2017 at 11:00 AM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One Original and Two (2) Copies marked "COPY"**
(Original Hardcopy Shall Prevail)

REVERSE AUCTION: THURSDAY, SEPTEMBER 7, 2017 AT 11:00AM ET

CONFERENCE TYPE: Site Visit (Non-Mandatory) DATE & TIME: August 14, 2017 at 10:00 AM (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: University of South Carolina – Law School, 1525 Senate St. Columbia SC 29208
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AWARD & AMENDMENTS	Award will be posted on 09/28/17 . The award, this solicitation, any amendments, and any related notices 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 signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

___ Sole Proprietorship	___ Partnership	___ Other _____
___ Corporate entity (not tax-exempt)	___ Corporation (tax-exempt)	___ Government entity (federal, state, or local)

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

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address (check only one)	___ Order Address same as Home Office Address ___ Order Address same as Notice Address (check only one)

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 DO NOT APPLY**

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)). **PREFERENCES DO NOT APPLY**

___ In-State Office Address same as Home Office Address

___ In-State Office Address same as Notice Address (check only one)

PAGE TWO (SEP 2009)

End of PAGE TWO

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 (January 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006): Start date: Oct. 1, 2017 End date: Sept. 30, 2022. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

[01-1040-1]

PURPOSE

It is the intent of the University of South Carolina to solicit bids from qualified, experienced sources of supply to provide custodial services for the University of South Carolina Law School 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.

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]

YOU and YOUR means Offeror.

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.gov/code/statmast.php>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>.

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.

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]

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] [02-2A100-1]

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.scmd.org/closings>.

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 responses are required. The following instructions apply. (a) Do **NOT** submit pricing with your response. Pricing will be collected **ONLINE ONLY** during the live event. 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. [02-2A130-2]

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-3085-MR-Re-Bid

Title: University of South Carolina Law School Custodial Services

Attn.: Michelle Robinson

QUESTIONS MAYBE E-MAILED TO:

marobins@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. [02-2B045-1]

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.

PROTEST - CPO - MMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.state.sc.us ,

(b) by facsimile at 803-737-0639 , or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

[02-2B122-1]

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

Date & Start Time: August 14, 2017 at 10:00 AM
Contact Person's Name: Michelle Robinson Contact's Phone Number: (803) 777-4115
Location: University of South Carolina – Law School
1525 Senate Street
Columbia SC 29208
[02-2B165-1]

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

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 proposal **must be clearly labelled “SAMPLE”**. If Offeror's proposal is the highest ranked 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 proposal and clearly labelled “SAMPLE”.

SAMPLES OR DESCRIPTIVE LITERATURE

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

II. Scope of Work / Specifications

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address specified **University of South Carolina Law School, 1525 Senate St., Columbia SC 29208**

HISTORY AND BACKGROUND OF UNIVERSITY

The University of South Carolina, founded in 1801, is one of the oldest and most comprehensive universities in the United States. The Columbia campus is the flagship institution in the eight (8) campus public University of South Carolina system, located in a diverse and thriving metropolitan community of over 450,000 people. The University offers baccalaureate, masters, and doctoral degrees through 17 colleges and schools. The baccalaureate degree is offered in over 70 major fields; the master's degree in over 100 fields; and doctorate in over 50 fields.

The University of South Carolina has experienced considerable growth since the sixties with over 27,400 students enrolled at the Columbia campus, more than a third of whom are graduate students. Students from all states and over 130 foreign countries attend the University.

Approximately 6,700 undergraduates reside in on-campus housing on the Columbia campus; family and graduate housing accommodate an additional 400 plus residents. USC currently also provides housing for 270 students on the Beaufort campus and over 750 students on the Upstate campus.

The University continues to plan towards a strategic goal of housing 100% of the freshman class, and 40-50% of all remaining undergraduates and to provide housing for any graduate student or visiting professors who chooses on-campus living.

Additional information may be obtained through USC's web site: <http://www.sc.edu/aboutusc/>.

SPECIFICATIONS

The specifications below cover provisions for a complete and efficient janitorial service, including all labor, supervision, equipment and supplies in order to keep the contracted areas clean and properly supplied.

A. General Requirements

The Contractor will furnish all labor, supervision, cleaning materials (i.e. chemicals, supplies), and equipment (including any transportation vehicles) to perform the services, except what is specifically excepted, in a manner that is satisfactory to the contracting agency (USC). At a minimum, Contractor must meet APPA Level I Standards.

It is the expectation that the New Law School will open and be maintained at a Level 1 standard of clean at all times.

Please refer to the following websites for more information on the APPA standards of cleaning.

<http://www.appa.org/>

http://www.appa.org/files/PDFs/APPAISSACleaningAffectonLearningPR_000.pdf

<http://www.wvu.edu/fm/Services/FMO/documents/Custodial/APPALevelsOfCleaning.pdf>

NOTE: Attachment 1 at the end of the solicitation provides care and maintenance sheets for the custodial services to be provided and Indoor Recycling and Waste Container Specifications.

The Contractor is expected to conduct the contract operations in a professional manner and to supply generally accepted level 1 janitorial services. During the contract term, the University's Building Contract Manager will conduct random inspections for performance compliance.

The Contractor shall correct all complaints and supply special requests for services within one (1) hour after receipt during normal business hours, three (3) hours after receipt on weekends. Supply replacement is the same. Contractor's Emergency Staff should be on call 24/7/365 with a one (1) hour response time. The Contractor shall investigate all complaints, both major and minor, during the same working day. Any complaint which cannot be corrected within the time frame specified, the same working day, or which cannot be dealt with for reasons beyond the Contractor's control shall be specifically reported to the University contact. Uncorrected complaints, if not considered unreasonable, shall be cause for any and all of the following actions by the University:

1. When a complaint is reported by the University's contract coordinator, the Contractor will be expected to notify the University's contract coordinator when corrective action has been taken.
2. The University of South Carolina will obtain the services from within its own staff or from another available source without prior notice to the Contractor. Costs for these services will be charged to the Contractor.

SCOPE OF WORK:

Cleaning Hours – Deep cleaning of building will take place during the hours of 11:00 PM – 7:00 AM, Monday-Friday; Contractor will provide sufficient staff to maintain the building at a level 1 standard of cleaning during the hours of 7:30 AM – 11:00 PM Monday-Friday. Staffing levels should be sufficient to address any cleaning needs that should arise throughout the hours indicated; however, Contractor must provide weekend coverage at the request of the University as a part of the contract. Any cleaning that may have to take place outside of set schedule should be scheduled through and approved by Building Contract Manager.

Tasks Frequencies – All task frequencies are indicated adjacent to all tasks.

The Contractor **must** provide the following:

A. MATERIAL SUPPLIED/STAFFING

Cleaning chemicals – Daily

- Supply all cleaning chemicals, supplies, and equipment, used in daily, quarterly, and annual cleaning. Cleaning products must meet all manufacturer specs for the cleaning of the following. Furniture, carpet, counter top, bathroom fixtures, tile, grout, desk, wall fixtures, white boards, trash cans, recycle bins, painted wall surfaces, stone, cement, metal, stainless steel, glass, mirrored, and wooden surfaces.

Equipment – Daily

- Supply all cleaning equipment needed to maintain the building at a Level 1 (APPA) standard of cleanliness. Equipment must be kept clean, operable, and stored in designated storage place (out of site) when not in use.

Supplies – Daily

- Supply all paper products (toilet paper and paper towels), and hand soap for restrooms and break rooms. Supply trash bags - recycle (blue) bags for trash and recycle receptacles. Supply urinal screens, air fresheners, brooms, mops, trashcans, cleaning carts, and mop buckets.

Staffing

- Supply appropriate staff to ensure the cleanliness of entire building. Staff should be sufficient to maintain building at Level 1 standard of clean. Building should be cleaned and ready to open at a Level 1 at the start of business day. Custodial staff must wear a uniformed shirt and an ID badge. For on-site employees, Contractor shall supply supervision. Supervisor must remain on site during work hours. Custodial staff is never to be without supervision.

All on site Contractor employees must meet University of South Carolina background check requirements.

Background Screening: The Contractor is responsible for conducting background screenings of Contractor personnel (employees and independent contractors) that will be on campus for any reason. The purpose of such checks is to ensure that there is no potential information that reflects adversely on the character or integrity of the Contractor personnel and it is the Contractor's sole responsibility to ensure that any person convicted of felony, violent or sexually related crimes is excluded from USC property and facilities. Prior to delivery, Contractor shall certify in writing that a successful pre-employment screening has been completed. Such screening certification will state that the pre-employment screening included at least the following:

- National Criminal Background Check and National Sex Offender Registry
- County level criminal history records and sexual offender's registry checks for places of residence and employment to the extent permitted by law for all states in which the personnel resided for a five (5) year retrospective period prior to employment by Vendor. If any personnel resided outside of the state at any period during this time, similar county/city/town/Parish etc. record checks in such other state(s) of residence shall be conducted.
- Verification of right to work for any non-U.S. citizens (e.g. I-9, E-Verify)
- Criminal Offender Record Information check, investigated by the Contractor in writing in accordance with the State of South Carolina standards (Criminal Offender Record Checks)
- A pre-employment 10-panel urine analysis drug screen

B. INDIVIDUAL TASKS

Dust Mop and/or Sweep/Vacuum Non-Carpeted Floors – Daily

- The entire area must be thoroughly cleaned to remove dust, dry soil, and other surface debris. All areas under chairs, trash receptacles, desks, and other furnishings, which are accessible, must be cleaned as well. Desk chairs must be placed back at desks and classroom chairs must be arranged after cleaning. After cleaning, surfaces, including corners, abutments, and places accessible to the cleaning equipment, must be free of all visible soil, streaks, litter and spots caused by spills. The elevator door track must be vacuumed as needed to be debris / spot free.

Wet Mop - Debris / Spot Free – Daily

- All accessible areas must be mopped to remove all soil and non-permanent stains. After mopping, the floor must have a uniform debris / spot free appearance.

Vacuum Carpets – Debris Free – Daily

- After vacuuming the entire floor, it must be free of all visible litter, soil, dust, and embedded grit, including corners, and baseboards. Trash receptacles must be moved as necessary to vacuum underneath.

Clean Drinking Fountains – Daily

- Remove all obvious soil, streaks, smudges, etc. from drinking fountains and eyewash; then disinfect all porcelain and polished metal surfaces including the orifice and drain. Stainless steel sections must be polished with an appropriate cleaner. After cleaning, the entire drinking fountain and/or eyewash must be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.

Waste Removal – As indicated in paragraphs below

- It is our expectation that the Contractor will actively participate in the University's efforts toward minimization of waste and developing mechanisms for efficient and innovative waste diversion from the landfill. The standard recycling and landfill bins for the University are the 30 or 40-gallon Ergo Can containers with standard University of South Carolina side panels (see Attachment 1). A recycling bin and landfill bin will be co-located at each location.
- All landfill waste receptacles and other trash containers within the service area(s) **will be emptied each night of service and returned to their initial locations.** Pencil sharpeners will be emptied on the night of service. Boxes, cans, papers, etc., placed near a trash receptacle and marked "TRASH" will also be removed and disposed of in the appropriate recycling or landfill receptacle. Any other items not marked as "TRASH" will not be removed. All waste from trash receptacles will be removed from the area and emptied into a designated trash dumpster or receptacle in such a manner as to prevent the surrounding area from becoming littered. Dumpster lids will be kept closed. All litter on the ground immediately around trash dumpsters shall be swept up and placed in the dumpster on a weekly basis. Exterior of wastebaskets will be damp-wiped to remove evident soil and the inside as needed. Wet spills on interior of wastebaskets will be removed. All trash receptacles will be lined with plastic liners and replaced when obviously soiled or torn. Exterior trash containers will be emptied each day of service and returned to their initial locations to ensure they do not obstruct the walkway. Garbage from exterior cans shall be transferred in a manner that avoids spillage and staining of adjacent walkways. Miscellaneous trash around the general area of the trash cans shall be picked up and removed each time the can is serviced. Remove litter and trash adjacent to the can for a 10' radius. Spot clean as needed to remove spills, gum and debris from the lid, can and adjacent area. Neatly tie off plastic bags at the top of the barrels and replace lids firmly on cans.

Recycle Bins – Daily

- The standard recycling bin for the University is the 30 or 40-gallon Ergo Can (Attachment 1). A mixed recycling Ergo Can shall be co-located with every landfill waste collection bin. The mixed recycling bins shall be lined with translucent blue recycling bags as noted on the ErgoCan cut sheet. Receptacles will be emptied as needed, bags removed and placed in appropriate recycle container located on site. Fresh recycle bags will be inserted in recycle containers. Recycle containers will be wiped down and kept clean and odor free. In addition to the mixed recycling bins co-located with the landfill waste bins, a dedicated mixed paper collection bin (ErgoCan 40-gallon) shall be located at each mailroom, copy room, and shared printer. The mixed paper bins shall be unlined and consolidated as needed into a 64-gallon roll cart (provided by Facilities Environmental Services). Roll carts shall be placed on the curb weekly on Wednesday for collection on Thursday mornings and then returned to the building. Corrugated cardboard shall be removed daily from the building and placed in the dedicated cardboard dumpster on site. Desk side recycling bins (7-gallon) shall be in every office. Desk side recycling bins should be emptied each night of service.
- Battery recycling bins are also available from Facilities Environmental Services and are serviced by request to the Facilities Call Center (fmcnotify@fmc.sc.edu) or 777-9675).

- To facilitate office moves and clean-outs or other special recycling, extra temporary collection bins can be requested through the Facilities Call Center (fmcnotify@fmc.sc.edu) or 777-9675). Bins that can be requested include those for landfill waste, mixed paper, hardcover books, and zero waste bins (office supplies, electronics, etc.).

Maintenance Issues – Daily

- Any item requiring maintenance or repair by Facilities Services shall be reported to the FMC Notify. Items like plugged toilets, leaking pipes, loose tile, inoperative lights, etc. are expected to be reported immediately upon finding them. Emergency repairs during off hours (i.e. after 5:00 PM and before 8:00 AM) such as broken pipes, floods, or serious roof leaks should be reported to Facilities Call Center (777-9675) immediately upon discovery. If the emergency is deemed a Contractor responsibility, the appropriate contract will be contacted by FMC Notify.

Secure All Areas Post Cleaning – Daily

- The only time a locked room will be unlocked is when the custodian is working in the room. When the door is closed after servicing, it is to be tested to insure that it is locked. The custodian will not unlock a locked room for anyone. Any damage or operational problems with these doors should be reported to Facilities Services for maintenance or repair.

Dust Mop and/or Sweep/Vacuum Stairs – Daily

- After cleaning, stairs, landings and steps will be debris / spot free of lint, dust, soil, gum, and cobwebs. Hand railings, ledges, grills, fire apparatus, doors, lights, and window ledges stairs, shall be dusted and clean. Handrails and touchpoints shall be disinfected and sanitized. Stairs shall be cleaned daily.

Clean Entrance Mats – Debris Free – Daily

- Entrance mats, including inlaid carpet, located in the interior of entrances will be thoroughly vacuumed and debris free when complete. Soil and moisture underneath mats shall be removed and mats shall be returned to their original location. Must deep clean or replace mats as needed.

Clean Entrance Door Glass - Both Sides – Daily

- Spot clean both sides of entrance glass, door frames, and the window immediately adjacent to the entrance doors. After cleaning, the surface will present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.

Clean and Disinfect All Touchpoints – Daily

- Clean and disinfect all touch points including but not limited to knobs, push-plates, panic bars, railings, and door surfaces between knob or bar. After cleaning, the surface will present a uniform appearance free of all smudges, fingerprints, stains, streaks, etc.

Building Security - Exterior Locking and Unlocking per building Schedule – Daily

- Building locking and unlocking schedule will be strictly followed. Once a building is locked, the custodian will not open doors to allow a person to enter. Only people with keys and authorization are allowed in the University buildings after hours. Any problem dealing with unauthorized personnel in the building, theft, or vandalism will be immediately reported to Campus Security.

Restore Furniture to Standard Arrangement – Daily

- Upon completion of the cleaning tasks, the furniture will be arranged in the original pattern in the classroom setting. There will be a uniform appearance with straight evenly spaced chairs in rows with equal space between rows. The designated aisles will be straight with sufficient width for occupant movement. Sufficient space will also be left in the front of the room and near entrances.

Cleaning of Whiteboards – Daily

- Remove all marks, finger marks, from writing surface of the white board. Under no circumstances will chemicals not approved by manufacture be used to clean white boards. Only the recommended dry eraser will be used in

daily cleaning to remove any writing. After cleaning the white board, the writing surface will have a uniform appearance with no remaining marks, streaks, or excess dust. The white board tray, molding, baseboards immediately underneath will be cleaned daily. White boards containing written data will not be erased and cleaned, except when the board is in general purpose classrooms, where boards containing written material, unless clearly marked to "SAVE", will be erased and cleaned nightly.

Clean Doors, Door Glass, and Walls – Daily

- Clean doors, doorframes, push plates and kick plates, thresholds, door glass, and walls to remove stains, spots, streaks and graffiti. After cleaning, the surface will have a uniform appearance free from marks, dust, lint, streaks, and stains.

Clean Mirrors – Daily

- Remove soil, streaks, smudges, film, etc. from the surface of mirrors with a damp cloth or sponge. Polish dry with a clean, soft, non-terry towel. After cleaning, surface will have no visible signs of streaks, smudges, lint, film, etc. and present a uniform, clean appearance. The frame of the mirror and shelves and other adjacent areas also will be cleaned and free of dust.

Refill Paper Products Dispensers – Daily and as needed to maintain proper stocking levels

- Re-supply all paper towel and Toilet tissue dispensers to the proper level as needed throughout hours of operation. Dispensers will be wiped down and sanitized after stocking.
- Toilet seat cover dispensers will be filled with new package when empty or when less than six sheets remain in package. The dispensers and adjacent surfaces will be wiped down, sanitized and polished, to remove handprints and smudges after filling.
- The dispenser will be checked for proper operation after filling and inoperable dispensers will be reported to the Facilities Call Center upon notice.

Refill Soap Dispensers – as needed

- Soap dispensers will be filled with the appropriate liquid soap cartridge to maintain proper operational levels. The dispensers and adjacent surfaces will be wiped down and sanitized to remove handprints and smudges after filling. The device will be checked after filling for proper operation. Caked or dried soap will be cleaned from the orifice. Remove the semi-hardened soap from spout of liquid soap dispensers daily. Inoperable devices will be reported Facilities Call Center.

Clean and Disinfect Sinks – Daily

- Completely clean and disinfect all exposed surfaces of the sink. A nonabrasive cleaner will be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture will present a clean, bright shiny appearance and will be free of all visible soil, streaks, oily smudges, residue cleaning agents, etc. All metal hardware, such as faucet valves, drain and faucets; will be free of streaks, spots, stains, etc. Inoperable or broken fixtures will be reported immediately on a FMC Notify. Different cloths, sponges, brushes and scouring pads will be used to clean the sinks than the ones used for cleaning the commodes and urinals.

Clean and Disinfect Toilets and Urinals – Daily

- Completely scrub clean and disinfect all exposed surfaces (inside and out) of the toilets and urinals, paying particular attention to areas under the rim and water inlet orifices. A nonabrasive cleaner will be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material will be removed from the urinal drain trap. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures will present a clean, bright shiny appearance and will be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped up toilets will be plunged to free the obstruction. Only if the obstruction cannot be dislodged completely will it be reported on a FMC Notify along with other inoperable or broken fixtures. This should be done on a daily basis. Inoperable stalls will have "Out of Order" signs placed on the doors. Waterless urinals shall also have cartridges changed and fluid replaced per manufacturers maintenance specifications.

De-scale Toilets and Urinals – As Needed

- Remove scale, scum, mineral deposits, rust stains, etc. from the interior of toilet bowls and urinals as needed to maintain a clean, uniform, bright shiny appearance.

Spot Clean Walls, Partitions, Doors, Remove Graffiti – Daily

- Clean partition walls, frames, partition doors, walls surrounding the urinal and toilet. If graffiti is found, follow university graffiti reporting process, and then remove graffiti. After cleaning the surface will have a uniform appearance free from dust, lint, streaks, stains, and writing.

Clean Floor Drain – Daily

- Remove all built-up deposits, embedded hairs, etc. from the grate of the drain.

Mop and Disinfect Floor – Daily

- After mopping the entire floor with a germicidal detergent, the floor will have a uniform appearance free of spots, spills, stains, dirt, oily film, mop strings, standing water, etc.

Clean and Disinfect All Touch-Points – Daily

- Completely clean and disinfect all touch-points to include: door handles, door push plates and, faucets, paper towel dispenser handles, flush levers, latching and locking hardware, light switches, water fountains. After cleaning fixtures apply an approved germicidal disinfectant and allow drying per manufactures direction.

Clean Tables, Counters, and Sinks – Daily

- Remove any nonpermanent stains, spots, spills from all tables, counters, and sinks. After washing, the counter and sinks will have a uniform appearance, free from streaks, smudges, lint, etc., with complete removal of soil from the surface. Clean and disinfect all touch points including refrigerator and microwave keypads, handles, knobs, and entry door handles. After cleaning, the surface will present a uniform appearance free of all smudges, fingerprints, stains, streaks, etc. Clean interior and exterior of microwaves to provide a uniform appearance inside and out, free from spots, spills, film, dust, smell, etc. Units will be disinfected and sanitized. Do not clean interiors of refrigerators.

Clean Tables, Student Seats, Desks – Daily

- Remove all pencil and pen marks from the writing surface of student seating. Remove any non-permanent stains, spots, spills and pencil and pen marks from tables, lecterns, projection stands, conference tables, instructor's tables and other desks using appropriate cleaning chemical (per manufacture recommendation). The clean-ing will not be of such a degree as to remove the finish or leave abrasive marks. After spot cleaning, the surface will have a uniform appearance free from abrasive marks, film, stains, spots, pen and pencil marks.

Dust, Clean, Common Areas and Classrooms – Daily

- Remove dust, lint, dry soil, and cobwebs from baseboards, moldings, ledges, door and window casings, window sills, and handrails. Vacuum, sweep, and remove trash and recycling. Clean all tables' desk, counter tops, and surfaces. After dusting, these surfaces will have a uniform appearance free from streaks, smudges, lint, and cobwebs.

Clean and Burnish Main Floor Hallways, Vestibules and Entryways – Daily

- Must dust and clean floors prior to burnishing. Burnish all areas showing wear and scuffing to provide a uniform gloss and protective finish to the entire floor daily.

Sweep Loading Docks, Trash and Recycling Collection Areas – Daily

- Sweep areas around trash and recycling collection areas to remove all surface litter, and debris.

Deep Clean Classrooms, offices, common areas, meeting spaces, break rooms, auditoriums, and Class Labs – Daily

- Provide deep cleaning of all spaces afore mentioned quarterly. Focus on areas to perform deep, detail cleaning during semester breaks in spring, winter, summer, and fall breaks.

Dust Building Surfaces and Furniture – Daily

- Remove dust, lint, dry soil, and cobwebs from baseboards, radiator registers, moldings, ledges, door and window casings, windowsills, and handrails. After dusting, these surfaces will have a uniform appearance free from streaks, smudges, lint, and cobwebs.

Deep Clean Entryways, Hallways, Stairways, and Vestibules – Daily

- Fully clean /shampoo fixed entry walk off systems per manufacturers recommendations. Remove and vacuum beneath floating track systems. Remove dust, lint, soil, and cobwebs from baseboards, moldings, ledges, door and window casings, windowsills, and handrails. After dusting, these surfaces will have a uniform appearance free from streaks, smudges, lint, and cobwebs.

Outside Windows to be cleaned Quarterly

Power Wash Exterior Building Entries, Porches, Ramps, and Stairways – Annually

- Deep clean exterior entrances, porches, and steps of all serviced buildings. Clean light fixtures and remove cobwebs. Power wash stairs, accessible ramps, and landings/patios/porches/terraces to remove mold, spider webs, and dirt build-up. Take care to ensure water does not leak into buildings.

High Dust Building Surfaces and Equipment – Daily

- Remove dust, lint, dry soil, and cobwebs from door and window casings, transoms, ledges, moldings and trim, light fixtures, projection screens, vents, grills, louvers, pipes, conduit and similar high mounted fixed equipment. Remove dust and debris from ledges interior and exterior. After dusting, these surfaces will have a uniform appearance free from streaks, smudges, dust, and cobwebs.

Office Spaces – Daily

- Cleaned on a daily basis - All trash and recycle removed. Dusting of all flat and vertical surfaces. Vacuumed daily, clean all office glass. Clean and sanitize all contact surfaces.

Tiled Floors/ Carpeted Space – Daily

- Responsible for daily, annual, and quarterly deep cleaning of carpeted, and tiled surfaces. Carpeted areas are to free of staining and debris. Tiled areas free of staining streaks heel marks, yellowing of wax products, filmy residue, and accumulation of dirt dust, debris or streaks. Tiled and waxed surfaces should maintain a constant luster and cloud free finish.

Law Library Basement – Bi-weekly

- Law Library compact shelving – Contractor will vacuum Law Library compact shelving tracks **twice monthly** in basement.
- Vacuum all other book shelving **twice monthly**.
- Clean, sanitize, and polish all study spaces in library spaces. The library is opened seven (7) days a week and needs **daily** cleaning and **monitoring** during weekend hours.
- During weekend hours all library space, restrooms, and common areas, should be maintained at a Level 1 condition. Cleaned, sanitized, and polished.
- Trash/Recycle dumped daily.
- Vacuuming daily.

NOTE: Contractor will be liable for all damages incurred due to improper cleaning methods, use of the wrong type of cleaning chemicals, or neglect. Cost damages sought will include labor, material, repair, replacement, shipping cost, and the recoupment of lost revenue due to the lack of the availability of the space or item damaged due to the repair or replacement processes.

ADDITIONAL PERTINENT INFORMATION

- The square footage for the new Law School is 187,500 SQ. FT. (Gross square footage – 187,000 sq. ft.)
- Approximately 600 students and 125 faculty and staff use the facility daily.

- There are 18 Restrooms; 63 Toilets; 63 Sinks and 20 Urinals
- The following type/brand paper products and consumables are required:
Toilet Tissue – Tork Jr, Jumbo Tissue – SKU #TJ0922A
Multi-Folds – Ultra, 16/250 white – SKU #NP-5301
Gojo Purple 12 mill, foaming soap – Gojo 1912-02
- Ratio of floor surfaces are as follows:
Carpet – 148,000 sq. ft.
Tile – 30,000 sq. ft.
VCT – 4000 sq. ft.
LVT – 3000 sq. ft.
- Dumpsters will be located at the Rear Entry of the building.

2017 Holiday Schedule

The following dates have been approved as the official university holidays in 2017.

New Year's Day	Monday, January 2, 2017 (observance)
Martin Luther King, Jr. Day	Monday, January 16
Independence Day	Tuesday, July 4
Labor Day	Monday, September 4
Thanksgiving Day	Thursday, November 23
Day After Thanksgiving	Friday, November 24
December Holiday	Thursday, December 21
Christmas Eve	Friday, December 22 (observance)
Christmas Day	Monday, December 25
Day After Christmas	Tuesday, December 26
December Holiday	Wednesday, December 27
December Holiday	Thursday, December 28
December Holiday	Friday, December 29
New Year's Day (first 2018 holiday)	Monday, January 1, 2018

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT –GENERAL (MAR 2015): You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of 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. BiddingSchedule/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]

BIDDER'S QUALIFICATIONS AND RELEVANT EXPERIENCE

- a. Each bidder must provide a detailed description of its general background, experience, and qualifications necessary to provide custodial services as described in Section III of the solicitation. Include a description of your company's organizational structure, including resume(s) of the individual(s) that will be assigned as supervisors and custodians for the University's account if your company is awarded contracted.
- b. Information on relevant experience must be provided by each bidder, including its success in providing same or similar custodial services described in Section III of the solicitation to organizations/institutions similar in size and scope to the University of South Carolina Law School, giving a general description of the organization/institution, the time period in which your company is providing or has provided custodial services; and any other information you believe demonstrates the bidder's experience necessary to provide custodial services as described in Section III of the solicitation.
- c. Each bidder must provide a reference list of at least ten (10) organizations/institutions similar in size and scope to the University of South Carolina Law School with whom it (bidder) has provided same or similar custodial services described in Section III of the solicitation. For each reference, provide contact name(s), title(s), telephone number(s), and current e-mail address(es) of the contact person(s). Provide the initial date that the bidder began providing custodial services for each reference and indicate how long the bidder has been providing / did provide custodial services for each reference.
- d. Each bidder must include a list of all the accounts it (bidder) has lost in the last ten (10) years. For each lost account, provide reason(s) for losing the account, contact name(s), title(s), telephone number(s), and current e-mail address(es) of the contact person(s) for the lost account; and the period of time that it (bidder) provided custodial services to the account before losing the account.
- e. Each bidder must provide the most current, certified year-end balance sheet and income statement and any other financial documentation necessary to demonstrate its company's capability to perform to the contract awarded from this solicitation without assistance from any outside source(s).

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.)

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]

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]

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]

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]

VI. Award Criteria

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

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

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

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 organizations 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

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]

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. [07-7B035-1]

CONTRACT LIMITATIONS (JAN 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject Contractor to suspension or debarment. [07-7B045-1]

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 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]

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. [07-7B065-1]

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. [07-7B067-1]

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 Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "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]

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

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

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]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends Contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov

[07-7B170-1]

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. [07-7B205-1]

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]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (JAN 2015): (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless Contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the Contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

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 a 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.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

JANITORIAL SERVICES

Line Item	DESCRIPTION	Unit of Measure	Unit Price	Total
1	Provide Custodial Services for USC Law School (Year 1)	Annually	\$ONLINE ONLY	\$ONLINE ONLY

TOTAL AMOUNT FOR INITIAL CONTRACT PERIOD: \$ SUBMIT ONLINE ONLY

IX. ATTACHMENTS TO SOLICITATION

1. RECYCLING AND WASTE CONTAINER SPECIFICATIONS AND CARE AND MAINTENANCE GUIDES
2. eBRIDGE ELECTRONIC BID EVENT SUBMISSION FORM AND TERMS AND CONDITIONS
3. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY
4. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
5. OFFEROR'S CHECKLIST

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. 5/18/15)
3323

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

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

6. I hereby certify that the above named nonresident taxpayer is currently registered with
(check the appropriate box):

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

Date of Registration: _____

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

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

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

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

(Seal)

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

Date

If Corporate officer, state title:

(Name - Please Print)

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

OFFEROR'S CHECKLIST
AVOID COMMON BID/PROPOSAL MISTAKES

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

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

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



ELECTRONIC BID EVENT SUBMISSION FORM

Must be completed, signed and emailed to Rebecca.flaherty@ebridgeglobal.com

The University of South Carolina will accept bids for Custodial Services for the Law School using an Electronic Sealed Bidding Process on Thursday, September 7, 2017 at 11:00am ET in accordance with the specifications and procedures available either with eBridge or the University of South Carolina. This Electronic Sealed Bidding Event has a preliminary end date and time of Thursday, September 7, 2017 at 11:15am ET plus any possible extensions.

The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as three (3) percent of the awarded price. The transaction fee is assessed on the final selling price.

AWARD OF CONTRACT: REJECTION OF BIDS – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer's requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.





THIS SPECIFICATION RESPONSE IS HEREBY RESPECTFULLY SUBMITTED BY:

COMPANY NAME	DATE		
CONTACT PERSON	TITLE		
PHONE NUMBER	FAX		
BILLING ADDRESS	CITY	ST	ZIP
EMAIL ADDRESS	SIGNATURE		

Must be completed and emailed to rebecca.flaherty@ebridgeglobal.com

Please note that electronic signatures are not acceptable.

University of South Carolina Indoor Recycling and Waste Container Specifications

Design			
Material	Single Stream Recycling (commingled plastic, aluminum, and steel containers and mixed paper)	Mixed Paper Recycling	Landfill Waste (Trash)
Lid	 Mixed Recycling Lid	 Paper Slot Lid	 Funnel Lid
Location	Standard container for all indoor waste bins. New buildings, renovation projects, and replacement bins. Required containers to meet University of South Carolina's waste reduction and recycling goals and policies. (http://www.facilities.sc.edu/recycle)		
Bag Liners	30-gallon: 28 x 40" 1.5 mil drawstring Blue bag USC stores warehouse #P101344 40-gallon: TBD 60-gallon: 47"x52" blue bag	30-gallon: 28 x 40" 1.5 mil drawstring Blue bag USC stores warehouse #P101344 40-gallon: TBD 60-gallon: 47"x52" blue bag	30-gallon: 33x39" 1.5 mil Black bag USC stores warehouse #P101191 40-gallon: TBD 60-gallon: 47"x52" bag
Manufacturer	ErgoCan (SNS Films, LLC)		
Specs	Made in USA (Toledo, OH) from recycled plastic, interchangeable customizable panels for when programs update or change, recyclable. EC1119 – 30 gallon – Dimensions: 11"Wx19"Lx30"H EC – 40 gallon – Dimensions: 17.75"Wx17.75"Lx30.25"H (to be available 11/2015) EC2626 – 60 gallon – Dimensions: 26"Wx26"Lx35"H		
Link	http://www.ergocan.com		
Cost	30 gallon – EC1119 MSRP \$150.00. Shipping Extra. Price breaks in quantity: Call or email. 40 gallon – EC MSRP \$TBD. Shipping Extra. Price breaks in quantity: Call or email. 60 gallon – EC2626 MSRP \$570.00. Shipping Extra. Price breaks in quantity: Call or email.		
Contact	Manufacturer: Terry Netterfield (419) 842-1004 tnetterfield@ergocan.com	USC Recycling Coordinator: Larry Cook (803) 777-2223 lcook@fmc.sc.edu	

CARE + MAINTENANCE

A comprehensive care and maintenance program is just as important as the initial material selection. If you're a homeowner, you'll want to be aware of the care and maintenance requirements before you select a material. If you are an architect or designer, you'll want to know this information prior to specifying a material. It is strongly recommended that you provide this information to your client. This document covers:

UPDATED ON: 10.4.2012

- **GENERAL GUIDELINES** - How to care for materials based on application.
- **SUGGESTED PRODUCTS** - Products to be incorporated into an ongoing care and maintenance plan.

NEW YORK
BOSTON
CHICAGO
LOS ANGELES
NEW JERSEY
WASHINGTON DC

NATURAL STONE
PORCELAIN TILE
GLASS TILE
ENGINEERED STONE
RECLAIMED WOOD

Recommendations for the use of cleaning and maintenance products are included in this document as a convenience to the reader. The suggestions regarding product application are a guide in the use of the products and are not a guarantee of their performance. This document and the information provided herein, including any reference to products, is provided "as is", without any warranty or implied term of any kind. Stone Source specifically disclaims any responsibility or liability relating to the use of the suggested products and shall under no circumstances whatsoever, be liable for damages of any nature resulting from the use of or reliance upon information from this website or the products to which the information refers.



CARE + MAINTENANCE: GENERAL GUIDELINES

A comprehensive care and maintenance plan helps ensure long-term satisfaction with a material choice. These recommendations are based on those from The Marble Institute of America. If you have any questions or concerns regarding the information outlined here, please contact your Stone Source Sales Consultant for more information. For specific product recommendations, see CARE + MAINTENANCE: SUGGESTED PRODUCTS.

WHAT YOU SHOULD KNOW ABOUT CLEANING NATURAL STONE -

Natural stone can be classified into two general categories according to its composition: siliceous stone or calcareous stone. Knowing the difference is critical when selecting cleaning products. Siliceous stone is composed mainly of silica or quartz-like particles. It tends to be very durable and relatively easy to clean with mild acidic cleaning solutions. Types of siliceous stone include granite, slate, sandstone and quartzite. Calcareous stone is composed mainly of calcium carbonate and will react to acidic foods such as lemons or tomatoes. This reaction will result in a dulling in surface sheen and change in texture, otherwise referred to as "acid etching". Cleaning products that work on siliceous stone may damage the surface of calcareous surfaces. Types of calcareous stone include marble, travertine, limestone and onyx.

As a general rule of thumb, whenever a spill occurs, immediately blot the spill with a paper towel. Don't wipe the area; it will spread the spill. Flush the area with plain water and a mild liquid dishwashing detergent. Rinse several times. Dry the area thoroughly with a soft cloth. Do not use products that contain lemon, vinegar or other acids on marble or limestone. Do not use scouring powders or creams; these products contain abrasives that may scratch the surface.

For application-specific cleaning instructions, see below:

FLOORING APPLICATIONS

Dust interior floors frequently using a clean, dry dust mop. Sand, dirt and grit do the most damage to natural stone surfaces due to their abrasiveness. Mats or area rugs inside and outside an entrance will help to minimize the sand, dirt and grit that will scratch the stone floor. Be sure that the underside of the mat or rug is a non-slip surface. Do not use vacuum cleaners that are worn -- the metal or plastic attachments or the wheels may scratch the surface.

HELPFUL TIPS:

- DO use a cutting board in all kitchen countertop applications
- DO use coasters or placemats under all glasses, particularly those containing alcohol or citric juices
- DO use trivets under china, ceramics, silver or other objects that might scratch or scorch the surface
- DO protect flooring applications by using walk-off mats or area rugs
- DO dust mop floors frequently
- DO clean surfaces with mild detergent or stone soap
- DO thoroughly rinse and dry the surface after washing
- DO blot up spills immediately

- DON'T place hot items directly on the stone surface
- DON'T use vinegar, lemon juice or other cleaners containing acids on marble, onyx, limestone or travertine surfaces
- DON'T use cleaners that contain acid such as bathroom cleaners, grout cleaners or tub and tile cleaners
- DON'T use abrasive cleaners such as dry cleansers or soft cleansers
- DON'T mix bleach and ammonia; this combination creates a toxic and lethal gas
- DON'T ever mix chemicals together unless directions specifically instruct you to do so

BATHROOM APPLICATIONS

In the bath basin or other wet areas, soap scum can be minimized by using a squeegee after each use. To remove soap scum, use a non-acidic soap scum remover or a solution of ammonia and water (about 1/2 cup ammonia to a gallon of water). Frequent or over-use of an ammonia solution may eventually dull the surface of the stone.

VANITIES + OTHER COUNTERTOPS

Vanity tops may need to have a penetrating sealer applied. Check with your installer for recommendations. A good quality marble wax or non-yellowing automobile paste wax can be applied to minimize water spotting.

KITCHEN APPLICATIONS

All natural used for kitchen countertop applications must be regularly maintained and resealed to prevent staining. Always use a neutral detergent to clean marble countertops.

CARE + MAINTENANCE: GENERAL GUIDELINES

EXTERIOR POOL + PATIO APPLICATIONS

In outdoor pool, patio or hot tub areas, flush with clean water and use a mild bleach solution to remove algae or moss.

STAINING (wine, oil or grout stains on the surface of the stone)

Staining refers to the residual effect of a spill that cannot be removed with dishwashing detergent. Identifying the source of the stain is the key to removing it. If you don't know what caused the stain, ask the following questions to help identify the source: Where is the stain located? Is it near a plant, a food service area, an area where cosmetics are used? What color is it? What is the shape or pattern? What goes on in the area around the stain? Surface stains can often be removed by cleaning with an appropriate cleaning product or household chemical. Deep-seated or stubborn stains may require using a poultice or consulting with a professional.

The following sections describe the types of stains you may encounter and how to appropriately treat them without damaging the surface of the stone.

OIL-BASED

(grease, tar, cooking oil, milk, cosmetics)

An oil-based stain will darken the stone. Generally oil must be chemically dissolved so the source of the stain can be flushed or rinsed away. Clean gently with a soft, liquid cleanser with bleach OR household detergent OR ammonia OR mineral spirits OR acetone.

ORGANIC

(coffee, tea, fruit, tobacco, paper, food, urine, leaves, bark, bird droppings)

May cause a pinkish-brown stain and may disappear after the source of the stain has been removed. Outdoors, with the sources removed, normal sun and rain action will generally bleach out the stains. Indoors, clean with 12% hydrogen peroxide (hair bleaching strength) and a few drops of ammonia.

METAL

(iron, rust, copper, bronze)

Iron or rust stains are orange to brown in color and follow the shape of the staining object such as nails, bolts, screws, cans, flower pots, metal furniture. Copper and bronze stains appear as green or muddy-brown and result from the action of moisture on nearby or embedded bronze, copper or brass items. Metal stains must be removed with a poultice. Deep-seated, rusty stains are extremely difficult to remove and the stone may be

permanently stained.

BIOLOGICAL

(algae, mildew, lichens, moss, fungi)

Clean with diluted (1/2 cup in a gallon of water) ammonia OR bleach OR hydrogen peroxide. DO NOT EVER MIX AMMONIA AND BLEACH! THIS COMBINATION CREATES A TOXIC AND LETHAL GAS!

INK

(magic marker, pen, ink)

Clean with bleach or hydrogen peroxide (light-colored stone only!) or lacquer thinner or acetone (dark stones only!)

PAINT

Small amounts can be removed with lacquer thinner or scraped off carefully with a razor blade. Heavy paint coverage should be removed only with a commercial "heavy liquid" paint stripper available from hardware stores and paint centers. These strippers normally contain caustic soda or lye. Do not use acids or flame tools to strip paint from stone. Paint strippers can etch the surface of the stone; re-polishing may be necessary.

Follow the manufacturer's directions for use of these products, taking care to flush the area thoroughly with clean water. Protect yourself with rubber gloves and eye protection, and work in a well-ventilated area. Use only wood or plastic scrapers for removing the sludge and curdled paint. Normally, latex and acrylic paints will not cause staining. Oil-based paints, linseed oil, putty, caulks and sealants may cause oily stains. Refer to the section on oil-based stains.

WATER SPOTS AND RINGS

(surface accumulation of hard water)

Buff with dry (0000 grit) steel wool.

FIRE AND SMOKE DAMAGE

Older stones and smoke or fire stained fireplaces may require a thorough cleaning to restore their original appearance. Commercially available "smoke removers" may save time and effort.

CARE + MAINTENANCE: GENERAL GUIDELINES

MAKING AND USING A POULTICE

A poultice is a liquid cleaner or chemical mixed with an absorbent material to form a paste about the consistency of peanut butter. The poultice is spread over the stained area to a thickness of about 1/4" to 1/2" with a wood or plastic spatula, covered with plastic and left to work for 24 to 48 hours. The liquid cleaner or chemical will draw out the stain into the absorbent material. Poultice procedures may need to be repeated to thoroughly remove a stain. With regards to liquid chemicals **DO NOT EVER MIX AMMONIA AND BLEACH! THIS COMBINATION CREATES A TOXIC AND LETHAL GAS!**

POULTICE MATERIALS

Poultice materials include talc, kaolin, fuller's earth, whiting, powdered chalk, diatomaceous earth or white molding plaster. Approximately one pound of prepared poultice material will cover one square foot. Do not use whiting or iron-type clays such as fuller's earth with acid chemicals. The reaction will cancel the effect of the poultice. A poultice can also be prepared using white cotton balls, white paper towels or gauze pads.

OIL-BASED STAINS

Poultice with baking soda and water OR one of the powdered poultice materials and mineral spirits.

ORGANIC STAINS

Poultice with one of the powdered poultice materials and 12% hydrogen peroxide solution (hair bleaching strength) OR use acetone.

IRON STAINS

Poultice with diatomaceous earth and a commercially rated rust remover. Note that rust stains are particularly difficult to remove. You may need to call a professional.

COPPER STAINS

Poultice with one of the powdered poultice materials and ammonia. Note that copper stains are particularly difficult to remove. You may need to call a professional.

APPLYING THE POULTICE:

1. Prepare the poultice. If using powder, mix the cleaning agent or chemical to a thick paste the consistency of peanut butter. If using paper, soak in the chemical and let drain. Don't let the liquid drip.
2. Wet the stained area with distilled water.
3. Apply the poultice to the stained area about 1/4 to 1/2 inch thick and extend the poultice beyond the stained area by about one inch. Use a wood or plastic scraper to spread the poultice evenly.
4. Cover the poultice with plastic and tape the edges to seal it.
5. Allow the poultice to dry thoroughly, usually about 24 to 48 hours. The drying process is what pulls the stain out of the stone and into the poultice material. After about 24 hours, remove the plastic and allow the poultice to dry.
6. Remove the poultice from the stain. Rinse with distilled water and buff dry with a soft cloth. Use the wood or plastic scraper if necessary.
7. Repeat the poultice application if the stain is not removed. It may take up to five applications for difficult stains.
8. If the surface is etched by the chemical, apply polishing powder and buff with burlap or felt buffing pad to restore the surface.

BIOLOGICAL STAINS

Poultice with diluted ammonia OR bleach OR hydrogen peroxide.

ACID ETCHING (surface erosion of natural stone)

Marble, travertine, limestone and onyx will react to acidic foods (i.e. lemons or tomatoes) and acidic liquids (i.e. some cleaners or acid rain). This reaction will result in a dulling in surface sheen and change in texture, otherwise referred to as "acid etching". Some highly-pigmented liquids, such as wine, will etch the finish and stain the stone. Remove the stain (see MAKING AND USING A POULTICE) before attempting to address acid etching.

SOLUTION

- To remove an acid etch from a polished surface, use Fila Marble Restorer.
- To remove an acid etch from a honed surface use a mild neutral or alkali detergent and buff with dry (0000 grit) steel wool.
- Contact a professional stone restorer for refinishing or re-polishing etched areas that you cannot remove.

CARE + MAINTENANCE: GENERAL GUIDELINES

EFFLORESCENCE (film on surface of the material)

Materials that are exposed to moisture may, over time, develop a white or dark film on the surface. Efflorescence in natural stone is caused by water carrying mineral salts from below the surface of the stone rising to the exposed face. In porcelain tile efflorescence appears on the surface of grout joints or unglazed tiles and is caused by moisture reacting with impurities in the mortar.

SOLUTION

- For natural stone, if the installation is new, dust mop or vacuum the powder. You may have to do this several times. Do not use water to remove the powder; it will only temporarily disappear. If the problem persists, contact your installer to help identify and remove the cause of the moisture.
- For porcelain tile and natural stones with a minimal acid sensitivity rating, use Fila Deterdeck to clean the tiles.

SCRATCHING (scratch marks and abrasions appear on the surface)

Light scratching occurs over time with exposure to sand and other abrasives. The finish will patina or dull over time as a result of this scratching.

SOLUTION

- If a material with a low abrasion resistance is used, use walk-off mats at entrances and expect the material to patina rapidly.
- Always use a cutting board for countertop applications.
- Slight surface scratches may be buffed with dry lowest grit (0000 grit) steel wool.
- Deeper scratches and nicks in the surface of the stone should be repaired and re-polished by a professional.

CARE + MAINTENANCE: SUGGESTED PRODUCTS

	FILA PRW200	FILA CLEANER	FILA PS/87	FILA DETERDECK	FILA CR10	FILA FOB	FILA W68	FILA MP90	FILA STONE PLUS
	Water-repellent protector to avoid staining from grout residues.	Universal floor cleaner for materials with a honed or polished finish.	Degreasing floor cleaner for acid sensitive materials. Also used to remove epoxy residues.	Remove oxide residues from the surface of acid-resistant materials.	To clean epoxy residues, particularly in wall applications.	Solvent-based sealant.	Water-based sealant for natural stone.	Solvent-based sealant, particularly for exterior applications.	Solvent-based sealant and color enhancer for natural stone.
PRE-GROUTING PROTECTION	✓								
INITIAL CLEANING		✓	✓	✓	✓				
NATURAL EFFECT SEALANT						✓	✓	✓	
COLOR-ENHANCING SEALANT									✓
STANDARD MAINTENANCE		✓	✓						
SPECIAL MAINTENANCE			✓						

CARE + MAINTENANCE: SUGGESTED PRODUCTS

- FOR PRE-GROUTING PROTECTION -

SOLVING FOR: Highly absorbent material that needs to be protected in order to avoid staining from grout residues.

FILA PRW200

WATER-REPELLENT PROTECTOR

Features + Benefits

- Designed to protect surfaces from grout residues and staining.
- Does not affect adhesion between grout and material.
- It makes cleaning after laying simple.
- It speeds up drying after initial washing and therefore also the subsequent treatment stages.
- It does not alter the material's appearance.

Suitable for:

- Polished Natural Stone
- Terracotta
- Engineered Stone / Agglomerates

PROTECTION INSTRUCTIONS

Note: Shake the can before opening. Make sure the surface is completely free of dust.

1. No dilution necessary.
2. Apply an even coat using an airless spray pump (a paint brush, a sponge or other applicator may also be used.) Avoid surface pooling and ensure that the product also covers the edges of the laid material.
3. Allow to cure for 24 hours.
4. Apply grout, taking care to sponge off excess before it dries completely.

MAINTENANCE INSTRUCTIONS

Maintain surfaces using a diluted solution of FILA CLEANER.

- FOR INITIAL CLEANING 1 of 4 -

SOLVING FOR: Cleaning materials with a honed or polished finish.

FILA CLEANER

UNIVERSAL FLOOR CLEANER

Features + Benefits

- A gentle detergent for all floors.
- Safe for pretreated and sensitive surfaces.
- Essential for after-installation cleaning of acid-sensitive material such as polished natural stone.
- Cleans without damaging the surface.

Suitable for:

- Natural Stone (acid resistant only)
- Porcelain Tile
- Glazed Ceramic Tile
- Wood

CLEANING INSTRUCTIONS

Note: Always test in a small inconspicuous area to determine ease of use and desired results. Make sure the surface is swept or vacuumed to remove loose debris.

1. Dilute to 1:30.
2. Spread with a single-disc professional cleaner with a soft disc (white or beige) or a floor scrubbing brush.
3. Remove the residue with a vacuum drier or cloths. Rinse well.

With one liter, approximate coverage (using 1:30 ratio) is 50 m².

CARE + MAINTENANCE: SUGGESTED PRODUCTS

- FOR INITIAL CLEANING 2 OF 4 -

SOLVING FOR: Cleaning acid-sensitive materials.

FILA PS/87

DEGREASING FLOOR CLEANER

Features + Benefits

- Cleans and removes grease.
- Cleans without damaging the surface.
- Extremely easy to use.
- Removes epoxy grout residues.

Suitable for:

- Natural Stone (acid resistant only)
- Porcelain Tile
- Glazed Ceramic Tile

CLEANING INSTRUCTIONS

Note: Always test in a small inconspicuous area to determine ease of use and desired results. Prior to cleaning, make sure the surface is swept or vacuumed to remove loose debris.

1. Dilute to 1:20 and apply to the surface.
2. Leave on the surface for 5 minutes.
3. Clean using a single-disc professional cleaner fitted to the most appropriate disk (i.e. brown for terracotta) or with a floor cleaning brush.
4. Vacuum or wipe up residue.
5. Rinse area well with clean water.

- FOR INITIAL CLEANING 3 OF 4 -

SOLVING FOR: Cleaning acid-resistant materials such as unpolished Natural Stone, Porcelain or Ceramic Tiles.

FILA DETERDECK

ACID DESCALING FLOOR CLEANER

Features + Benefits

- Removes all grout residues and building-site dirt.
- Eliminates any saline efflorescence from terracotta.
- Removes lime deposits from floors, walls and bathroom fixtures.
- Removes rust stains.
- Does not alter color or appearance of the surface.
- Unlike Muriatic acid, does not emit fumes that are harmful to the user or to the environment.

Suitable for:

- Natural Stone (acid resistant, only)
- Porcelain Tile
- Glazed Ceramic Tile

CLEANING INSTRUCTIONS

Note: Always test in a small inconspicuous area to determine ease of use and desired results. Prior to cleaning, make sure the surface is swept or vacuumed to remove loose debris.

1. Spread with a single-disc professional cleaner or rag and leave the solution to act for a few minutes.
2. Clean using a single-disc professional cleaner fitted to the most appropriate disk (i.e. brown for terracotta) or with a floor cleaning brush.
3. Vacuum or wipe up residue.
4. Rinse area well with clean water.

Dilution and coverage depends on the material. With one liter:

Natural Stone (1:5-1:10 ratio) – 20/35 m²

Porcelain Tile (1:5 ratio) – 40 m²

NOTE: Deterdek should not be used on glossy or pre-polished marble or acid-sensitive materials.

CARE + MAINTENANCE: SUGGESTED PRODUCTS

- FOR INITIAL CLEANING 4 of 4 -

SOLVING FOR: Cleaning epoxy residues from porcelain, glazed, ceramic tiles and glass mosaics -- especially in wall applications

FILA CR10

CLEANER FOR EPOXY RESIDUES

Features + Benefits

- High-viscosity liquid detergent for cleaning off residues, stains and streaks of epoxy plaster.
- Its viscosity makes it easy to apply to vertical surfaces

Suitable for:

- Natural Stone (acid resistant, only)
- Porcelain Tile
- Glazed Ceramic Tile

CLEANING INSTRUCTIONS

Note: Shake before opening. Always test in a small inconspicuous area to determine ease of use and desired results. Prior to cleaning, make sure the surface is swept or vacuumed to remove loose debris.

1. No dilution necessary.
2. Wait at least 24 hours after grouting before cleaning with FILA CR10.
3. Using a large flat paintbrush, apply FILA CR10 directly to the surface.
4. Wait 30 minutes.
5. Rub with an abrasive sponge to remove epoxy residue. A single-brush machine fitted with the most appropriate disc can be used for floors.
6. Rinse thoroughly.
7. For more stubborn residues, repeat the same procedure, allowing the product to sit on the surface for longer than 30 minutes.

- FOR PROTECTION WITH NATURAL EFFECT 1 of 3 -

SOLVING FOR: Protecting matte, natural stones, agglomerates or materials with a cleft or antiqued finish.

FILA FOB

SOLVENT BASED OIL PROOFING

Features + Benefits

- Protective basecoat for waxed surfaces with rustic or rough finishes.
- Does not alter color or appearance of the surface.

Suitable for:

- Countertops or other areas that may come in contact with food.
- Natural stones with an antique or matte finish.
- Agglomerates

PROTECTION INSTRUCTIONS

Note: Prior to sealing, make sure the surface is swept or vacuumed to remove loose debris.

1. No dilution necessary.
2. For exterior applications: apply a first coat of HYDROREP (for natural stone) or FILA ES/82 (for terracotta) to the dry paving.
3. Wait at least 24 hours after grouting before applying an even, continuous coat of FILA FOB.
4. For indoor applications: apply FILA FOB with a large brush. The following day, apply one or two coats of the most suitable protective product (FILAJET, FILA MATT, FILA SATIN, FILA LONGLIFE).

MAINTENANCE INSTRUCTIONS

Maintain surfaces using a diluted solution of FilaCleaner.

CARE + MAINTENANCE: SUGGESTED PRODUCTS

- FOR PROTECTION WITH NATURAL EFFECT 2 of 3 -

SOLVING FOR: Protecting unpolished natural stones, particularly in exterior applications requiring anti-graffiti protection.

FILA W68

WATER-BASED STAIN PROTECTION FOR NATURAL STONE

Features + Benefits

- Seals and protects porous materials such as rough-finish natural stone, terracotta and cement from oily dirt.
- Reduces absorption of the surface without altering its appearance.
- Water based: it is environmentally friendly and requires a shorter treatment time as it can be applied to surfaces still not completely dry.

Suitable for:

- Countertops or other areas that may come in contact with food.
- Natural stones with an antique or matte finish.
- Agglomerates

PROTECTION INSTRUCTIONS

Note: Always test in a small inconspicuous area to determine ease of use and desired results. Prior to sealing, make sure the surface is swept or vacuumed to remove loose debris.

1. No dilution necessary.
2. Using a large flat paintbrush, apply FILA W68 to a clean, dry surface.
3. Rub the surface in a circular motion with a sponge or cloth to help with penetration of the product and the removal of any excess.
4. Wait 8 hours.
5. For a deeper color, repeat procedure.
6. Wait 8 hours between each application.

MAINTENANCE INSTRUCTIONS

Maintain surfaces using a diluted solution of FILA CLEANER.

- FOR PROTECTION WITH NATURAL EFFECT 3 of 3 -

SOLVING FOR: Protecting polished marble, granite and porcelain tiles, particularly in exterior applications requiring anti-graffiti protection.

FILA MP/90

SOLVENT BASED STAIN PROTECTION FOR NATURAL STONE + POLISHED PORCELAIN TILE

Features + Benefits

- Stain protection for polished marble, granite and porcelain tile.
- Anti-graffiti treatment for exterior cladding applications.
- Does not alter color or appearance of the surface.

Suitable for:

- Countertops or other areas that may come in contact with food.
- Polished Marble
- Polished Granite
- Polished Porcelain Tile

PROTECTION INSTRUCTIONS

Note: Always test in a small inconspicuous area to determine ease of use and desired results. Prior to sealing, make sure the surface is swept or vacuumed to remove loose debris.

1. No dilution necessary.
2. Using a large flat paintbrush, apply Fila MP/90 to a clean, dry surface.
3. Wait 24 hours.
4. When the surface is dry, remove the excess solvent using a single-disc professional cleaner (white or beige disc) or a household polished fitted with felt pads.
5. Stubborn residues can be removed with a cloth dipped in FILA SOLV.

MAINTENANCE INSTRUCTIONS

Maintain surfaces using a diluted solution of FILA CLEANER.

CARE + MAINTENANCE: SUGGESTED PRODUCTS

- FOR COLOR ENHANCING PROTECTION -

SOLVING FOR: Protecting interior and exterior applications that require color-enhancing protection.

FILA STONEPLUS

SOLVENT-BASED PROTECTIVE ENHANCER FOR NATURAL STONE

Features + Benefits

- Protects and enhances the original color of natural stone.
- Penetrates deeply, protecting material from water, oil and dirt.
- Ideal for windowsills, tops, rosettes and inset decorations.
- Non-yellowing, UV resistant, provides long-lasting protection.

Suitable for:

- Interior and exterior applications.
- Suitable for use on countertops or other areas that may come in contact with food.
- Polished, Honed and Textured Natural Stone surfaces.

PROTECTION INSTRUCTIONS

Note: Once treated with FilaStone Plus, stone cannot be returned to its original state. Always test in a small inconspicuous area to determine ease of use and desired results. Prior to sealing, make sure the surface is swept or vacuumed to remove loose debris.

1. No dilution necessary.
2. Using a large flat paintbrush, apply FILA STONEPLUS to a clean, dry surface.
3. Rub the surface in a circular motion with a sponge or cloth to help with penetration of the product and the removal of any excess.
4. Wait 8 hours.
5. For a deeper color, repeat procedure.
6. Wait 8 hours between each application.

MAINTENANCE INSTRUCTIONS

Maintain surfaces using a diluted solution of FILA CLEANER.

- FOR STANDARD MAINTENANCE -

SOLVING FOR: Maintaining surfaces with a honed or polished finish.

FILA CLEANER

UNIVERSAL FLOOR CLEANER

Features + Benefits

- A gentle detergent for all floors.
- Safe for pretreated and sensitive surfaces.
- Cleans without damaging the surface and is ideal for maintenance of waxed surfaces (though not suitable for waxed wood floors.)

Suitable for:

- Natural Stone (acid resistant only)
- Porcelain Tile
- Glazed Ceramic Tile
- Wood

CLEANING INSTRUCTIONS

Note: Always test in a small inconspicuous area to determine ease of use and desired results. Prior to cleaning, make sure the surface is swept or vacuumed to remove loose debris.

1. Dilute to 1:200. For very dirty floors dilute to 1:30-1:50.
2. Clean the surface with a cloth or an electric floor cleaner.
3. Solution diluted to 1:200 does not require rinsing.

With one liter, approximate coverage (using 1:200 ratio) is 1500 m2

CARE + MAINTENANCE: SUGGESTED PRODUCTS

- FOR SPECIAL MAINTENANCE -

SOLVING FOR: Removing wax, epoxy, grout residues and stains from porcelain tile.

FILA PS/87

STAIN REMOVER, WAX + EPOXY REMOVER FOR PORCELAIN TILE

Features + Benefits

- Cleans and removes grease.
- Cleans without damaging the surface.
- Extremely easy to use.
- Removes epoxy grout residues.

Suitable for:

- Natural Stone (acid resistant only)
- Porcelain Tile
- Glazed Ceramic Tile

Note: Always test in a small inconspicuous area to determine ease of use and desired results. Prior to cleaning, make sure the surface is swept or vacuumed to remove loose debris.

CLEANING INSTRUCTIONS - TO REMOVE STAINS

1. No dilution necessary.
2. Pour directly on the stain, allowing the FILA PS/87 to cover the surface of the tile.
3. Allow to dry completely.
4. Wash + rinse.

CLEANING INSTRUCTIONS - TO REMOVE WAX

1. Dilute to 1:5
2. Use a paint brush, a sponge or other applicator to apply FILA PS/87 to a clean dry surface.
3. Clean the surface with a cloth or an electric floor cleaner. Does not require rinsing.
4. For very dirty floors dilute to 1:30-1:50 then clean the surface with a cloth and scrubbing brush. Remove dirt and rinse.

BioBased Tile®

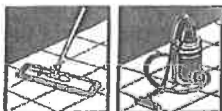
STRIATIONS™ | MIGRATIONS®

Armstrong® commercial BioBased Tile is coated with the Fast Start Factory Finish. Fortunately, the Fast Start Factory Finish makes initial maintenance quick and easy and does not require removal after installation. It is compatible with commercial floor polishes (such as Armstrong® S-480 Commercial Floor Polish) and reduces the need to strip the tile. BioBased Tile requires polishing for protection, ease of maintenance and an attractive overall appearance.

For Best Results:

- When performing wet maintenance, always use proper signage and prohibit traffic until the floor is completely dry.
- Do not wet wash, machine scrub or strip the floor for at least 4 days after installation. This is to prevent excess moisture from interfering with the adhesive bond.
- The use of aggressive strippers such as mop-on/mop-off, no-scrub and no-rinse strippers is not recommended on tile floors less than 2 years old because these strippers may affect the adhesive bond.
- Do not use excessive amounts of liquid during maintenance.
- Do not use brown or black pads, equivalent brushes or stiff-bristled, highly abrasive brushes on Armstrong® resilient flooring.
- If it becomes necessary to move any heavy fixtures or appliances over the flooring on casters or dollies, the flooring should be protected with 1/4" or thicker plywood, hardboard or other underlayment panels. If other on-site work is continuing, consider using a protective covering such as plain, undyed Kraft paper to guard against damage to the new floor.

A. Initial Maintenance – Immediately After Installation



1. Sweep, dust mop or vacuum the floor thoroughly to remove all loose dust, dirt, grit and debris.

2. Remove any dried adhesive residue with a clean, white cloth dampened with mineral spirits, carefully following the warnings on the container.

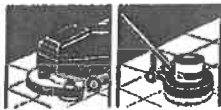


3. Damp mop the floor with a properly diluted neutral (pH 6 to 8) detergent solution such as Armstrong® S-485 Commercial Floor Cleaner.



4. Apply a minimum of 2 coats of a high-quality commercial floor polish (such as Armstrong® S-480 Commercial Floor Polish) to temporarily protect the floor until regular maintenance procedures can begin. The use of a high-quality stain-resistant sealer such as Armstrong® S-495 Commercial Floor Sealer beneath the polish should be considered in areas of high traffic, areas of high soil load and areas where staining potential is high.

B. Initial Maintenance - Preparation for Commercial Traffic



1. Machine scrub the floor with a properly diluted neutral detergent solution such as Armstrong S-485 Commercial Floor Cleaner and a scrubbing pad (3M blue or equal) or equivalent brush. If the floor is badly soiled and/or scratched, strip it using the same procedure but substituting a properly diluted stripping solution. **NOTE: The use of aggressive strippers such as mop-on/mop-off, no-scrub and no-rinse strippers is not recommended on tile floors less than 2 years old because these strippers may affect the adhesive bond.**

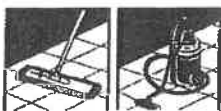


2. Thoroughly rinse the entire floor with fresh, clean water. Remove rinse water and allow the floor to dry completely.

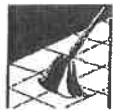


3. Apply 3 to 5 coats of high-quality commercial floor polish, such as Armstrong S-480 Commercial Floor Polish. If the floor has been stripped, the application of a stain resistant sealer (such as Armstrong S-495 Commercial Floor Sealer) prior to the application of polish is recommended in areas that will be exposed to heavy traffic and/or staining agents.

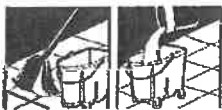
C. Daily/Regular Maintenance



1. Sweep, dust mop or vacuum the floor daily to remove dust, dirt, grit and debris that can damage the floor and become ground into the surface.



2. Spot mop as needed. Any spills should be cleaned up immediately.



3. Damp mopping of the floor should be performed on a regular or daily basis depending upon traffic and soil levels in the area. Use a properly diluted neutral detergent solution such as Armstrong S-485 Commercial Floor Cleaner.

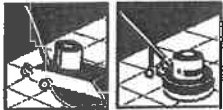
D. Periodic Maintenance



1. When needed, machine scrub the floor with a properly diluted neutral detergent solution such as Armstrong® S-485 Commercial Floor Cleaner and the appropriate scrubbing pad (3M red or equal for light scrub, 3M blue or equal for a deep scrub) or equivalent brushes.



2. Thoroughly rinse the entire floor with fresh, clean water. Remove rinse water and allow it to dry completely.



3. If there is sufficient polish (3 to 5 coats) remaining on the floor, buff, spray buff or burnish to restore gloss.



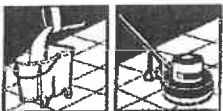
4. If needed, additional coats of floor polish should be applied at this time.

E. Restorative Maintenance – Stripping

NOTE: The use of aggressive strippers such as mop-on/mop-off, no-scrub and no-rinse strippers is not recommended on tile floors less than 2 years old because they may affect the adhesive bond.



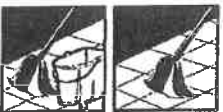
1. Mix stripping solution to the appropriate dilution, depending on floor finish build-up. Blockade areas to be stripped. Apply liberal amounts of solution uniformly to the floor with a mop. Let stripping solution soak for the appropriate amount of time recommended by the stripper manufacturer. Keep areas to be stripped wet. Rewet if necessary.



2. Machine scrub the floor (300 rpm or less) with a scrubbing pad (3M blue or equal) or equivalent scrub brush to break up the polish film. **Do not allow stripping solution to dry on the floor.**



3. Remove dirty stripping solution with a wet vacuum or mop. **TIP: Drizzling fresh, clean rinse water onto the dirty stripping solution will assist with a more thorough removal.**



4. Thoroughly rinse the entire floor with fresh, clean water. Remove rinse water and allow the floor to dry completely.



5. Apply 3 to 5 coats of high-quality commercial floor polish such as Armstrong S-480 Commercial Floor Polish. The use of a high-quality stain-resistant sealer such as S-495 Commercial Floor Sealer beneath the polish should be considered in areas of high traffic, high soil load and areas where staining potential is high.

ARMSTRONG® COMMERCIAL FLOORS LIMITED WARRANTY

PRODUCTS

Armstrong warrants its regular (first quality) commercial floor products to be free from manufacturing defects for (see applicable products and years below) from the date of purchase.

INSTALLATION

Armstrong warrants the installation integrity for products from the date of purchase through the warranty period (see applicable products and years below) if installed according to the Armstrong Guaranteed Installation Systems manual, F-5061. The F-5061 manual is revised on a yearly basis, and floors must be installed according to the recommendations contained in the issue of F-5061 that is current and available at the time of installation. The applicable warranty for new product installations not yet included in the current version of F-5061 shall be the warranty and installation guidelines and procedures as outlined in the new applicable product literature, until such time that the F-5061 has been updated.

WORKMANSHIP

Armstrong does not warrant the installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your Armstrong® commercial floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors.

TERMS

Within One Year:

If a defect covered by this warranty is reported to Armstrong in writing within one year of purchase, Armstrong will supply new material of the same or similar grade sufficient to repair or replace the defective material. Armstrong will also pay reasonable labor costs.

Within Two Years:

If a defect covered by this warranty is reported to Armstrong in writing after one year but within two years of purchase, Armstrong will supply new material of the same or similar grade sufficient to repair or replace the defective material. Armstrong will also pay fifty percent of the reasonable labor costs.

After Two Years:

If a defect covered by this warranty is reported to Armstrong in writing after two years but within (see applicable products and years below) of purchase, Armstrong will supply new material of the same or similar grade sufficient to repair or replace the defective material. Armstrong will not pay labor costs.

Armstrong will not pay labor costs to repair or replace material with defects that were apparent before or at the time of installation.

EXCLUSIONS

The following are not covered by this limited warranty:

- Improper installation
- Differences in color between products and samples or photographs
- Indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors
- Discoloration
- Failure of the floor to adhere to the subfloor due to, for example, moisture, alkaline or hydrostatic pressure from the subfloor
- Inappropriate end-user activities

THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

ARMSTRONG EXCLUDES ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY.

WARRANTY OWNER

This limited warranty extends only to the original end-user.

Applicable Products and Years

5 Years	Rejuvenations™	LinoArt™ Sheet	Migrations®	MultiColor™
	MedIntone™	LinoArt™ Tile	Striations BBT™	Feature™ Tile & Strips
	MedIntech®	Parallel™ (12 mil)	Reina	Linoleum and Vinyl Weld Rods
	Merley™		ChromaSpin™	Vinyl Transition Strips
10 Years	Possibilities®		Stonetex®	Vinyl and Rubber Wall Base
	Connection Corlon™		Artefacts®	Rubber Stair Treads, Risers,
			Companion Square®	and Tiles
			Imperial® Texture Rave®	
16 Years			Imperial Texture	
20 Years			SDT™	
			Safety Zone™	
10 Years	Natural Creations®	Parallel™ (20 mil)		
16 Years	Abode®			
20 Years	Natural Creations® with the I-Set® Installation System			

S-700 Thin Spread Floor Tile Adhesive



S-700 EYE AND SKIN IRRITANT

VCT-1 Adhesive

STIR WELL BEFORE USING.

For use with the following Installation Systems:

- Vinyl Composition Tile
- BioBased Tile

DESCRIPTION:

Type:	Water-based/asphalt-rubber
Color:	Black
Taggants:	Contains no visible taggants
Trowel:	S-891 Notched Steel Trowel or S-892 Replaceable Blade Trowel; fine notch (1/32" deep, 1/16" wide, 5/64" apart), U-notch
Coverage:	350–400 sq. ft./gallon (32–37 sq. m.)
Units:	1 gallon (3.78 L) and 4 gallons (15.14 L)
Open Time:	Until dry to touch; approximately 30 minutes or more
Working Time:	18 hours (working times may vary based on job conditions, substrates, temperature, and humidity)
Shelf Life:	1 year, unopened
Freeze/Thaw Stable:	Yes, to 10° F (-12° C)
VOC Content:	Zero g/L; calculated and reported, SCAQMD 1168
Clean Up:	Wet – clean, white cloth with neutral detergent and water Dry – clean, white cloth and mineral spirits
Subfloors:	All grade levels of concrete, ceramic, terrazzo and marble. Polymeric poured floors, suspended wood, and wood underlayments. Steel, stainless steel, aluminum, lead, copper, brass, and bronze. Properly mixed and applied powdered underlayment. Primed and poured-in-place gypsum subfloors. Radiant-heated subfloors where the surface temperature does not exceed 85° F (29° C).
Advantages:	Moisture and alkali resistant AGIS Guarantee Nonflammable, ammonia-free, and low odor Contains low or no organic solvents Can be used over "cutback" adhesive residue (reduces subfloor prep)

Mirrors: *Handle With Extreme Care*



GLASS

ASSOCIATION OF NORTH AMERICA

Mirror Division



Mirrors: Handle with Extreme Care

Tips for the professional on the care and handling of mirrors

The purpose of this publication is to provide the latest available information to glass dealers, distributors and installers on the procedures recommended by the Mirror Division of the Glass Association of North America (GANA) for the proper storage, handling, fabrication, shipping, installation, and cleaning of high quality mirror products.

The Mirror Division of GANA has undertaken this project with the objective of helping preserve the integrity and prolonging the life of mirrors.

Publication of this booklet, however, does not promise an end to all mirror problems. Edge deterioration (black edge) has been reduced due to improvements in mirror coatings. Most occurrences are a result of the use of improper cleaning agents. Research into more durable backing materials, consumer education, and improved mirror manufacturing processes is ongoing in a continuing effort to provide a durable, trouble-free, and environmentally safe product.

However, a mirror - because it is a combination of many delicate materials and processes - will never be indestructible. Proper storage, handling, fabrication and good installation practices go a long way in reducing potential failures or damage. Educating consumers in the proper care and cleaning of mirrors requires a continual effort on the part of the entire industry to ensure that the mirrors will be properly maintained after they have been installed.

This publication contains the best information currently available from material suppliers, experienced dealer-installers, and major mirror manufacturers on the care and handling of today's quality mirrors.

Disclaimer. This document is prepared by the Mirror Division of GANA solely to provide guidance regarding the proper installation and care of mirrors. It represents the collective experience of those in the mirror manufacturing industry; however, this document does not constitute a standard or specification, either mandatory or voluntary, for the installation and care of mirrors. Conditions and circumstances will vary from installation to installation. It is the responsibility of the mirror installer to ensure that the installation and care of the mirrors comply with all relevant rules, laws, regulations, applicable standards, and other requirements. GANA disclaims any liability for any loss or damage of any kind arising out of the use of this publication, and all those using it agree, as a condition of use, to release GANA from any and all liability, loss, or damage of any kind or nature arising out of or relating in any way to its use. Users of this publication understand that GANA is not responsible for any errors or omissions of any kind contained in the publication and that GANA does not design, develop, manufacture, install, guarantee, or make any express or implied representations or warranties as to fitness, merchantability, patent infringement, or other matters respecting products, processes, and equipment referred to in this publication. GANA does not guarantee any results of any kind relating to the use of this publication.

GANA expressly reserves the right, in its sole discretion, to revise, amend, or otherwise modify the publication from time to time as it sees fit and to do so without notice to prior recipients of the publication.



A Mirror – More than Just Glass

A mirror is a delicate and beautiful thing. Even though it is a combination of hard and durable components, the very nature of this blending creates a number of frailties that can ultimately lead to problems for both buyer and seller absent proper planning and care in handling.

Today's mirrors - made from the highest quality glass produced by the float process - are better in every way from those made just a decade ago. Surfaces are flatter and there are fewer surface and internal imperfections. Better edges are possible and closer tolerances can be maintained. State-of-the-art technology is employed to assure a better sheet of glass for silvering. Silvering methods have improved to provide maximum depth and reflectivity. Better copper solutions, the advent of copper replacement technology, and thermosetting mirror backing paint products, have offered improved protection to the silver layer for long-lived performance. A second method is to apply a copper-free protective film, which also offers environmental advantages. The copper layer has been eliminated and the silver coating has been stabilized with other chemicals.

But each of the five components which make up the mirror, glass; sensitizing solution; silver; copper "copper-free" chemicals, copper replacement coatings; and finish coatings, if improperly handled anywhere along the way from manufacture to final installation can lead to a failure of the mirror. Opportunities for mishandling are many. Each mirror must be shipped, stored, removed from storage, cut, perhaps beveled or drilled, finished, packed and shipped again, installed and cleaned. Because each mirror is indeed more than "just glass," an array of proper handling techniques described in this publication should lead to a durable installation.

Two positive benefits will result from employing these procedures: a handsome, trouble-free mirror installation and a satisfied customer.

Receiving, Storage and Transportation

Every time a mirror crate or an open mirror is moved, there is potential for damage. Therefore, the key to successful handling is to keep these movements to a minimum. Plan your storage in an efficient manner. Use proper handling techniques and equipment. Ship wisely. Review the suggestions below and compare them to your present practices.

- The very first - and important - step in maintaining mirror integrity is to *check your shipments on arrival*. If there appears to be moisture present, the mirrors should be unpacked and allowed to dry using a separating technique. Moisture can attack the backing or stain the face of a mirror over a period of time.
- Be sure that your mirror storage areas are in dry, adequately ventilated spaces. Don't store mirrors in areas of high humidity, where exposed to chemical fumes, or near high heat such as steam or water pipes. These conditions can cause deterioration of the mirror edges, backing, or surface staining.
- Mirrors should be unpacked as soon as possible to allow moisture caused by condensation to dissipate, especially if the mirrors have been subject to temperature changes during shipment.
- Store mirrors vertically, but *do not* pull mirrors from the ends of the case. Do not lay mirrors flat. Glass exhibits more strength, fewer strains when stored vertically.
- Don't store mirrors outdoors or in unheated areas. The mirror can be affected not only by the moisture prevalent under these conditions, but also by excessive expansion and contraction caused by cyclic temperatures.

- Block mirror cases up off floors and away from walls. This will assist in proper ventilation of the storage area and prevent any water damage to the bottom of the cases. Also, do not store crates or mirrors on uneven surfaces. This can lead to stresses and strains on the glass, which can lead to cracks and breakage.
- Mirrors should not be placed touching cinder block wall or other concrete material.
- Protect cases and mirrors from falling objects. Even a small impact could cause cracks and ruin a mirror.
- Be certain to rotate your mirror stocks. Consume older stocks first. Many experts believe that "aging" helps in the curing of the paint backing and thus results in a more durable installation. This aging process takes about a week and is the result of the purging of all solvents in the paint coating. Organize storage areas so that faster moving items are more readily accessible. This will reduce traffic and handling and make damage less likely.
- Be certain that handling equipment is strong enough to handle the weight of the mirror. A dropped mirror is usually a ruined mirror.
- Do not ship partially unpacked mirror cases without proper repacking. Movement within the case can cause damage or breakage.


If mirrors are transported in an open or exposed condition and become spattered or come in contact with foreign elements such as road salt, they should be washed with warm water and dried with a soft rag.

Fabrication

It is important to emphasize that care be taken during every step of fabrication to maintain the integrity of the back and edges of a mirror. Any major damage to these two areas will result in a useless product. Equally important, however, is cleanliness in the fabrication shop. *Dirt, grit, solvents, and other contaminants can lead to damage not only to the surface but also to the backing.*

- Always use gloves when handling mirrors. This protection works two ways. Hands are protected from sharp edges, and the edges and backing of the mirror from body salts and chemicals.
- Vacuum or sweep the cutting tables with a stiff brush regularly to keep dust down and to eliminate glass grit and particles which could scratch mirrors.
- Do as much fabrication in the shop as possible. This will reduce the possibility of on-site damage where conditions are usually less than perfect.
- Locate fabrication areas away from parts of the shop where mirrors could be exposed to solvents, heavy-duty cleaners, etc. which could affect the backing.
- Be sure that mirrors - especially backs and edges - are thoroughly washed after fabrication. Use only clean water for washing. If a glass washing machine is used, a recommended mild detergent may be used. No commercial glass cleaner can be recommended. Most contain ammonia or other strong chemicals which can damage the edge of the mirror.
- Depending on the geographical location, the glass shop may apply an approved sealant to all edges after fabrication and thorough edge cleaning with diluted rubbing alcohol. This will provide additional protection against moisture or other degrading chemical or atmospheric penetration of the backing.
- When grinding and polishing edges, remember that a wet belt sander is the recommended tool. If you are using dry belts, a recommended belt lubricant can be used, but some lubricants contain chloride contaminants. The best recommendation is the use of clean, fresh water. Also remember to keep the heat generated by sanding or swiping to a





minimum to prevent damage to the mirror backing. Never allow a belt to “fire”. The direction of rotation of the sanding belt must be toward the edge (thickness) of the mirror to prevent pushing contaminants into the paint backing. For example, when the mirror is positioned horizontally with the paint side down, the belt direction must be “up” from below the mirror and “down” from above the mirror.

- Diamond wheels should always be dressed and maintained in good cutting condition. Set wheels so as not to grind excessively on the paint side and edge grind in only one direction. Diamond wheels should also be used with clean water as a lubricant. If coolant is used, it should be clean, pure and have a pH of close to 7.
- Try to retain at least one factory edge when trimming, preferably at the bottom where mirror is subject to puddling.
- Don't slide mirror lites one over another. Scratching of the surfaces will result.
- Be sure mirrors are inspected before and after fabrication and that adequate light is provided in the inspection areas.
- If questions arise concerning approved coolants, cutting oils, sanding belts or cutting tools, contact the mirror manufacturer or other suppliers for specific instructions.

Installation

The best mirror job is one that is not only striking in appearance, but one that was trouble-free during installation. Proper techniques, carefully and professionally employed, can virtually guarantee this kind of result.

- As with fabrication, always use gloves when handling any mirror on the job site to prevent damage to the face or backing from skin-borne salts or chemicals.
- Where possible, lay out a mirror installation in your shop before taking it to the job site. Any errors in cutting or sizing can be caught and remedied immediately and no excessive handling will occur.
- Never install mirrors on new plaster, new or old masonry or on a freshly painted wall without proper sealing. Also, do not install in any new construction area where airborne solvents and heavy-duty cleaners are in the air. This is especially true in the case of new bathroom construction, where acid fumes from tile grout cleaners can severely damage mirror products.
- In humid climates, wait until the air conditioning is operating before installing mirrors.
- In newly constructed buildings that include concrete floors or cinder block walls, do not install mirror until floor or wall have been covered or sealed.
- Never install mirrors outdoors without additional engineered protection for the backing of the mirror.
- Set mirrors off the wall with an air space behind to provide ventilation for the backing whenever possible.
- If mastic must be used, be sure it is approved for mirror use. Mechanical fastening devices should always be used in conjunction with the mastic. This can help prevent possible personal injury or damage from the mirror in the event of future failure of the mastic.
- Be certain that the room or space in which the mirror is to be installed is properly ventilated during and after installation. Good ventilation will keep mirrors from “sweating” and creating condensing liquids which could be corrosive and damaging to mirrors.
- Never permit edges of the mirror to be exposed to “puddling” conditions such as on back splashes. Instead, raise the mirror up off the bottom with an angle clip which will not catch and retain water in contact with the mirror.
- Be sure that there are adequate tolerances between installed mirrors to avoid later problems as the building settles.

- Mirrors should be one of the last items installed in new construction after final cleanup. To insure the best mirror protection, installation should occur after air temperature control equipment (air conditioning or heating equipment) has been turned on.
- Consult with mirror manufacturers or other suppliers for recommendations on mastics, silicones (for trim out), belt lubricants, and other installation materials and tools.
- A light seam of clear (not acid based) silicone could be placed across the face of the mirror between the glass face surface and splash or J molding. This should be along the bottom of the mirror only and the other three sides open for ventilation. Care should be taken to ensure excessive material is not pushed to the paint edge of the mirror when applied.

Cleaning

The “final touch” on any outstanding mirror installation is proper cleaning. The techniques described here are good practices for you and should be passed on to your customers so they can maintain the mirror for the life of the job.

- The safest cleaner for a mirror is clean, warm water used with a soft cloth. An approved glass cleaner such as Windex or similar products may be used. Be careful not to allow the edges of the mirror to get or remain wet over a period of time.
- Do not use any acid or alkali cleaners for mirror cleanup after installation. They can attack both the surface and edges as well as the backing of the mirror. And never use an abrasive cleaner on any mirror surface.
- Do not use cleaners with heavy ammonia bases. These too can damage the mirror edges and backing and result in a ruined mirror.
- **Never spray any cleaner directly on to a mirror. Instead, apply the cleaner to a soft cloth and then wipe the mirror. This will also prevent “puddling” at the mirror edge where the cleaner could attack the backing.**
- Always use soft, grit-free cloths when cleaning a mirror to reduce chances of scratching the surface.
- Be sure to dry all joints and edges thoroughly to be certain no cleaner comes in contact with the edge and backing.
- Be sure to let your customers know that routine cleaning maintenance can be accomplished simply and effectively by washing, rinsing and drying the mirror.

Members of the mirror industry also encourage awareness of the industry consensus document ASTM C 1503 – *Standard Specification for Silvered Flat Glass Mirror*. The ASTM International standard addresses the requirements for silvered flat glass mirrors of rectangular shape supplied as cut sizes, stock sheets or as lehr ends; quality requirements of silvered annealed monolithic clear and tinted flat glass mirrors up to 6 mm (1/4 in.) thick; and mirrors intended to be used indoors for mirror glazing, for components of decorative accessories or similar use. The standard may be purchased by visiting the ASTM International website: www.astm.org.

For additional information on mirrors and the Mirror Division of the Glass Association of North America, visit the Division website: www.mirrorlink.org and the Association website: www.glasswebsite.com.

We are hopeful that you have found the suggestions contained in this publication, on the care and handling of mirror products, informative. If one or more of them are new to you and can improve your operations, this booklet has served its purpose. If you have been employing other techniques which you think would benefit other distributors, dealers and installers, please pass them on to us, and we will consider them for inclusion in future revisions of this publication.



➤ **SURE KLEAN®**

Vana Trol®

sensitive brick & stone cleaner

OVERVIEW

Sure Klean® Vana Trol® is a concentrated acidic cleaner for new masonry surfaces that are subject to vanadium, manganese and other metallic stains. Vana Trol® is designed to simplify rinsing and reduces potential for efflorescence.

SPECIFICATIONS

For all PROSOCO product specifications visit www.prosoco.com.

ADVANTAGES

- Clings to masonry surface, and softens excess mortar and job dirt.
- Slow-drying so it rinses clean without streaking.
- Controls green vanadium and brown manganese staining on color-sensitive brick and tile.
- Removes efflorescence on new brick, concrete block, and stone construction.
- Safe for use on most unpolished natural stone or cast stone.
- Designed for use with colored mortar.

Limitations

- Repeated applications may leave a detergent residue. To reduce potential for detergent residue: always prewet; rinse thoroughly; do not exceed two applications.
- Not effective for removing atmospheric dirt and black carbon stains. Use the appropriate Sure Klean® restoration cleaner to remove atmospheric staining from older masonry.
- Not for use on treated low-E glass; acrylic and polycarbonate sheet glazing; and glazing with surface-applied reflective, metallic or other synthetic coatings and films.

REGULATORY COMPLIANCE

VOC Compliance

Sure Klean® Vana Trol® is compliant with all national, state and district regulations.

TYPICAL TECHNICAL DATA

FORM	Clear liquid with slight amber color
SPECIFIC GRAVITY	1.11
pH	0.3 @ 1:6 dilution
WT/GAL	9.20 lbs
ACTIVE CONTENT	Not applicable
TOTAL SOLIDS	Not applicable
VOC CONTENT	Not applicable
FLASH POINT	Not applicable
FREEZE POINT	<-22°F (<-30°C)
SHELF LIFE	3 years in tightly sealed, unopened container

Vana Trol®

PREPARATION

Protect people, vehicles, property, metal, painted surfaces, plants and other non masonry materials from product, splash, residue, wind drift and fumes. When working over traffic, clean when traffic is at a minimum. Protect or divert traffic if necessary.

Vapors and liquid can damage a variety of metals and fabrics. Clean masonry before installing windows, doors, finished flooring, metal fixtures, hardware, light fixtures, roofing materials and other non masonry items that the cleaner could harm. If already installed, protect with polyethylene before application. Sure Klean® Strippable Masking is appropriate for use with this product to protect windows.

All caulking and sealant materials should be in place and thoroughly cured before cleaning.

On new construction, masonry cleaning should be done before installation of finished flooring, metal fixtures and all other non masonry materials. If such materials are already in place, protect with polyethylene and maintain sufficient ventilation to avoid buildup of potentially damaging fumes.

Construction soiling and mortar residues on new brick and tile surfaces clean most effectively if the cleaning is done within 14–28 days of installation. Mortar and grout smears left on the surface longer result in a more difficult clean down and may cause undesirable results. Cleaning

high-strength mortar/grout within seven days improves results.

Presence of excessive moisture in the wall contributes to efflorescence and other staining. Always protect open wall cavities from rain during construction.

Surface and Air Temperature

For best results, clean when air and masonry surface temperatures are 40°F (4°C) or above. Cleaning when temperatures are below freezing or will be overnight may harm masonry. If freezing conditions existed before application, let the masonry thaw.

Equipment

Use low-pressure spray (50 psi max) or densely-packed, soft-fibered masonry-washing brush.

ALWAYS TEST

ALWAYS TEST a small area of each surface to confirm suitability and desired results before starting overall application. Test with the same equipment, recommended surface preparation and application procedures planned for general application.

Do not apply with pressure spray above 50 psi. Such application will drive the chemicals deep into the surface making it difficult to rinse completely. Transport and store in a cool, dry place.

Rinse with enough water and pressure to flush spent cleaner and dissolved soiling from the masonry surface and surface pores without damage. Inadequate rinsing leaves residues which may stain the cleaned surface.

Masonry-washing equipment generating 400–1000 psi with a water flow rate of 6–8 gallons per minute is the best water/pressure combination for rinsing porous masonry. Use a 15–45° fan spray tip. Heated water (150–180°F; 65–82°C) may improve cleaning efficiency. Use adjustable equipment for reducing water flow-rates and rinsing pressure as needed for sensitive surfaces. Rinsing pressures greater than 1000 psi and fan spray tips smaller than 15° may permanently damage sensitive masonry. Water flow-rates less than 6 gallons per minute may reduce cleaning productivity and contribute to uneven cleaning results.

Storage and Handling

Store in a cool, dry place with adequate ventilation. Vapors and liquid can damage a variety of metals and fabrics. Do not alter or mix with other chemicals. Always seal container after dispensing. Published shelf life assumes upright storage of factory-sealed containers in a dry place. Maintain temperature of 45–100°F (7–38°C). Do not double stack pallets. Dispose of unused product and container in accordance with local, state and federal regulations.

Recommended for these substrates. Always test.
Coverage is in sq.ft./m. per gallon of concentrate.

Substrate	Type	Use?	Coverage
Architectural Concrete Block*	Burnished	yes♦	500–900 sq.ft. 46–84 sq.m.
	Smooth	yes	
	Split-faced	yes	
	Ribbed	yes	
Concrete*	Brick	yes	500–900 sq.ft. 46–84 sq.m.
	Tile	yes	
	Precast Panels	yes	
	Pavers	yes	
Fired Clay	Cast-in-place	yes	600–900 sq.ft. 56–84 sq.m.
	Brick	yes	
	Tile	yes	
	Terra Cotta	yes	
Marble, Travertine, Limestone	Pavers	yes	N/A
	Polished	no	
	Unpolished	yes	600–900 sq.ft. 56–84 sq.m.
	Polished	yes	
Granite	Unpolished	yes	800–1000 sq.ft. 74–93 sq.m.
	Polished	yes	
Sandstone	Unpolished	yes	700–1000 sq.ft. 65–93 sq.m.
	Polished	yes	
Slate	Unpolished	yes	600–900 sq.ft. 56–84 sq.m.

*Sure Klean® Custom Masonry Cleaner is a more appropriate product.

♦Always perform a test panel of each surface to confirm suitability, proper dilution rates and desired results before overall application.

*Sure Klean® Burnished Custom Masonry Cleaner is a more appropriate product.

Repeated applications may damage surfaces. Always test to ensure desired results. Coverage estimates depend on surface texture and porosity.

APPLICATION

Before use, read "Preparation" and "Safety Information."

ALWAYS TEST (minimum 4-ft x 4-ft area) for suitability and results before overall application. Test each type of masonry and each type of stain. Let test area dry 3–7 days before inspection and approval by the project architect or building owner. Clean test areas according to the application below. Make the test panel available for comparison throughout the cleaning project.

Dilution

Dilute 4–10 parts water to 1 part concentrate depending on application. Adjust dilution rate based on test results. Always pour cold water into empty bucket first, then carefully add cleaner. Never use hot water. Handle in high-density polyethylene or polypropylene containers only. Acidic materials and fumes will attack metal.

Coverage Rates

When calculating the volume of cleaner required for porous, textured surfaces, assume 50 square feet per gallon of prepared cleaner. For dense, smooth surfaces, assume up to 150 square feet per gallon of prepared cleaner. The coverage rate chart assumes an average coverage rate of 100 square feet per gallon of prepared cleaner.

Application Instructions

Exterior Surfaces

Test thoroughly and follow preparatory work procedures above. Provide adequate ventilation. The following cleaning procedure is recommended unless otherwise indicated during testing:

1. Thoroughly saturate a large portion of the masonry surface with fresh water, working from the bottom to the top.
2. Using a densely-packed, soft-fibered masonry-washing brush or low pressure spray (50 psi max), apply diluted solution freely.
3. Leave cleaning solution on the wall for about 5 minutes, depending on absorption rate of

masonry and drying conditions. Do not let cleaner dry into the masonry. This may leave a residue and cause staining.

4. Reapply cleaning solution and scrape off heavy buildup of excess mortar using a wooden scraper or piece of brick. Take care to avoid damaging the masonry surface. Do not use metal scrapers, which may contribute to metallic staining.

To avoid streaking, keep adjacent and lower wall surfaces wet and rinsed free of cleaning residues.

Avoid more than one reapplication over the same area. Repeated applications may cause a white detergent film to be deposited on the masonry surface. If mortar deposits are not softened after the initial application, allow the solution to remain on the wall for a longer period of time, making sure that the cleaner does not dry into the masonry.

5. Rinse thoroughly with fresh water, removing all cleaning compound, free sand, loose material and debris. Rinse from the bottom of the work area to the top. Thorough rinsing is extremely important to ensure that all residues are removed from the porous masonry.

Interior Surfaces

Proper ventilation is necessary. Following the cleaning procedures outlined for exterior surfaces. Rinse thoroughly with fresh water using sponge or soft-fibered brush. If conditions do not allow sufficient water for complete rinsing, use a neutralizing rinse following this procedure:

1. Rinse with clear water.
2. Apply neutralizing rinse of 2 ounces baking soda to 1 gallon of clean water.
3. Saturate. Leave solution on surface 3 to 5 minutes.
4. Apply a final rinse of clear water.

Cleanup

Clean tools and equipment using fresh water.

BEST PRACTICES

Repeated applications may leave a detergent residue. To reduce potential for detergent residue: always prewet; rinse thoroughly; do not exceed two applications.

When diluting product, always pour cold water into empty bucket first, then carefully add cleaner. Never use hot water. Handle in high-density polyethylene or polypropylene containers only. Acidic materials and fumes will attack metal.

Do not apply with pressure spray above 50 psi. This drives the chemicals deep into the surface, making complete rinse difficult. Test spray equipment for compatibility and to avoid discoloration.

To avoid streaking, keep adjacent and lower wall surfaces wet and rinsed free of cleaning residues.

Rinse with enough water and pressure to flush spent cleaner and dissolved soiling from the masonry surface and surface pores without damage. Inadequate rinsing leaves residues which may stain the cleaned surface.

Never go it alone. For problems or questions, contact your local PROSOCO distributor or field representative. Or call PROSOCO technical Customer Care toll-free at 800-255-4255.



Vana Trol®

PRODUCT DATA SHEET
PROSOCO
SINCE 1939

SAFETY INFORMATION

Sure Klean® Vana Trol® is a concentrated, acidic cleaner. This product may damage a variety of common construction materials and has safety issues common to corrosive materials. Use appropriate safety equipment and job site controls during handling and application. Read full label and MSDS for precautionary instructions before use.

First Aid

Ingestion: Contact a physician immediately.

Eye Contact: Rinse for 15 minutes; get medical attention.

Skin Contact: Rinse for 15 minutes; get medical assistance as needed.

24-Hour Emergency Information:
INFOTRAC at 800-535-5053

WARRANTY

The information and recommendations made are based on our own research and the research of others, and are believed to be accurate. However, no guarantee of their accuracy is made because we cannot cover every possible application of

our products, nor anticipate every variation encountered in masonry surfaces, job conditions and methods used. The purchasers shall make their own tests to determine the suitability of such products for a particular purpose.

PROSOCO, Inc. warrants this product to be free from defects. **Where permitted by law, PROSOCO makes no other warranties with respect to this product, express or implied, including without limitation the implied warranties of merchantability or fitness for particular purpose.** The purchaser shall be responsible to make his own tests to determine the suitability of this product for his particular purpose. PROSOCO's liability shall be limited in all events to supplying sufficient product to re-treat the specific areas to which defective product has been applied. Acceptance and use of this product absolves PROSOCO from any other liability, from whatever source, including liability for incidental, consequential or resultant damages whether due

to breach of warranty, negligence or strict liability. This warranty may not be modified or extended by representatives of PROSOCO, its distributors or dealers.

CUSTOMER CARE

Factory personnel are available for product, environment and job-safety assistance with no obligation. Call 800-255-4255 and ask for Customer Care - technical support.

Factory-trained representatives are established in principal cities throughout the continental United States. Call Customer Care at 800-255-4255, or visit our web site at www.prosoco.com, for the name of the Sure Klean® representative in your area.

Porcelain Tile Installation & Cleaning Instructions

Porcelain Tile Installation and Cleaning Instructions

Installation:

Porcelain tile is a manmade tile. It can be unglazed, glazed, or honed to a high polish. Because of the composition of the body and how the tile is manufactured, the finished product is impervious, having less than 0.5% water absorption.

Due to the tile's low absorption, setting materials specifically recommended for porcelain tile installation by the setting material manufacturer should be used. When in doubt and for more specifics, refer to TCNA (Tile Council of North America) The Industry's guide for Installation Practices.

Cleaning:

General maintenance and cleaning of porcelain tile will vary depending on the surface and soil load. General cleaning should be performed first by sweeping or vacuuming to remove loose soil or other surface contaminants, and then lightly damp mopping with clean water. Depending on the soil load, a more aggressive cleaning process may be required. This would include the use of a neutral cleaner or a general household cleaner, followed by a thorough rinsing.



IMPORTANT

The following document is included for your review and examination.

Electronic acceptance prior to placing your bid will be required

EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

- 1. Utilization.** You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate



your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.

- 2. Responsibilities of the Parties.** Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

- 3. Conduit Services Only.** The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.
- 4. Buyer Representations and Warranties.** eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.



5. **Coded Access.** The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES. Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.
6. **Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.
7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Submission Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:
 - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer



- **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
- **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

12. **Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.
13. **Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

14. **Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized



person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.

- 15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- 16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.
- 19. Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
- 20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.



- 22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- 24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- 25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- 26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.