

 <b>UNIVERSITY OF SOUTH CAROLINA</b>	<b>FIXED PRICE BIDS</b>	Solicitation Number: USC-FPB-3437-AS Date Issued: February 22, 2019 Procurement Officer: Ashley Kennedy-Shell Phone: 803-777-4115 E-Mail Address: ABK@mailbox.sc.edu Mailing Address: 1600 Hampton Street Ste 606 Columbia, SC 29208
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DESCRIPTION: Provide Full Unit Cleaning, Carpet and Upholstery Cleaning, and Painting For Park Place for USC Housing Department

USING GOVERNMENTAL UNIT: **UNIVERSITY OF SOUTH CAROLINA**

*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.*

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

SUBMIT OFFER BY (Opening Date/Time): **March 15, 2019 at 11:00 am** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **March 4, 2019 at 3:00 pm** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One Original and One (1) Copy marked "COPY" plus (1) Electronic Copy (Original Hardcopy Shall Prevail)**

<b>CONFERENCE TYPE: (non-mandatory) Pre-Proposal Conference/Site Visit</b> <b>DATE &amp; TIME : March 1, 2019 at 9:00 am</b> (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	<b>LOCATION: University of South Carolina</b> Park Place Apartments 506 Huger Street Columbia, SC 29201
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on <b>March 22, 2019</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://purchasing.sc.edu/">http://purchasing.sc.edu/</a>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<b>NAME OF OFFEROR</b>  (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.
<b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	<b>DATE SIGNED</b>
<b>TITLE</b>  (business title of person signing above)	<b>STATE VENDOR NO.</b>  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
<b>PRINTED NAME</b>  (printed name of person signing above)	<b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)

<b>OFFEROR'S TYPE OF ENTITY: (Check one)</b> (See "Signing Your Offer" provision.)	
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership <input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> 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	____ Order Address same as Home Office Address
____ Payment Address same as Notice Address <b>(check only one)</b>	____ Order Address same as Notice Address <b>(check only one)</b>

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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<p>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 <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>. <b>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.</b> [11-35-1524(E)(4)&amp;(6)]</p> <p>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)&amp;(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)).</p> <p>____ In-State Office Address same as Home Office Address</p> <p>____ In-State Office Address same as Notice Address    (check only one)</p>
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## **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

It is the intent of the University of South Carolina to solicit bids from qualified, experienced vendors that specialize in general cleaning, painting, and carpet and upholstery cleaning at Park Place Apartments in accordance with all the requirements stated herein.

### ACQUIRE SERVICES (JAN 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: May 1, 2019 End date: April 30, 2024** . 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]

## II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

**DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 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.

**AUTHORITY** means the State Fiscal Accountability Authority or its successor in interest.

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

**CHANGE ORDER** means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

**CONTRACT** See clause entitled Contract Documents & Order of Precedence.

**CONTRACT MODIFICATION** means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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

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

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

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

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

**PROCUREMENT OFFICER** means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

**YOU and YOUR** means Offeror.

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

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

**SUBCONTRACTOR** means any person you contract with to perform or provide any part of the work.

**US or WE** means the using governmental unit.

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

**WORK** means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

### AMENDMENTS TO SOLICITATION

(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 (JAN 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 (JAN 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 (JAN 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 (JAN 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 (JAN 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 (JAN 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]

#### **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 (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay.

#### **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

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

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

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

#### **PROTESTS (JUNE 2006)**

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

#### **PUBLIC OPENING (JAN 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**

This solicitation does not commit the State of South Carolina to award a contract, to pay any costs incurred in the preparation of an offer, or to procure or contract for the articles of goods or services. The State may cancel this solicitation in whole or in part. The State may reject any or all offers in whole or in part. [Section 11-35-1710 & R.19-445.2065]

### **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

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

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

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

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

[02-2A105-2]

### **SIGNING YOUR OFFER (JAN 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 (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-



proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/closings>.

### **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

### **SUBMITTING A PAPER OFFER OR MODIFICATION**

Paper offers are required. The following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [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 (JAN 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**

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

**Be sure to reference "USC-FPB-3437-AS Questions" in the subject line.**

### **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]

### **CONFERENCE – PRE-BID/PROPOSAL (JAN 2006)**

**Pre-Bid/Proposal Conference Date and Time:**  
**Location of Pre-Bid/Proposal Conference:**

**March 1, 2019 at 9:00 am**  
**Park Place Apartments**  
**506 Huger Street**  
**Columbia, SC 29201**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. 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. [02-2B025-1]

**NOTE: The pre-bid/proposal conference is Non-Mandatory, but highly recommended.**

## **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.

## **ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015)**

In addition to your original offer, you must submit an electronic copy or copies on USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

## **OFFERING BY LOT (JAN 2006)**

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

## **PREFERENCES - A NOTICE TO VENDORS (SEP 2009)**

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

## **PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)**

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

## **PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)**

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you

rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. [02-2B113B-1]

#### **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. [02-2B165-1]

**Date & Start Time: March 1, 2019 at 9:00 am**

Location: **University of South Carolina  
Park Place Apartments  
506 Huger Street  
Columbia, SC 29201**

**NOTE: The site visit is Non-Mandatory, but highly recommended.**

#### **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 Fixed Price Bid.

**The following information taken from Section 11-35-1525 of the South Carolina Procurement Code will give a better understanding of the Fixed Price Bid process:**

***(2) Fixed Price Bidding. The purpose of fixed price bidding is to provide multiple sources of supply for specific services, supplies, or information technology based on a preset maximum price which the State will pay for such services, supplies, or information technology.***

***(4) Pricing. The State shall establish, before issuance of the fixed price bid, a maximum amount the State will pay for the services, supplies, or information technology desired.***

***(5) Evaluation. Vendors' responses to the fixed price bid will be reviewed to determine if they are responsive and responsible.***

***(7) Award. Award must be made to all responsive and responsible bidders to the State's request for competitive fixed price bidding.***

*(8) Bids Received After Award. Bidders not responding to the initial fixed price bid may be added to the awarded vendors' list provided the bidder furnishes evidence of responsibility and responsiveness to the state's original fixed price bid as authorized by the solicitation.*

*(9) Remedies. The failure of a specific Offeror to receive business, once it has been added to the awarded vendors' list shall not be grounds for a contract controversy under Section 11-35-4230.*

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006)**

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

The University of South Carolina has a master lease agreement with Park 7 Group, New York, NY to lease 235 units at its Park Place residential building located at 506 Huger Street in Columbia, SC. The University is using Park Place as a residential housing facility for students contracted to live on the campus throughout the academic school year August – July. There are various suite-style resident rooms, including: Studio, 1, 2, 3, 4, & 5 bedroom configurations. There are 19 studio units, 30 one bedroom units, 69 two bedroom units, 24 three bedroom units, 88 four bedroom units, and 5 five bedroom units. The specifications of the Park Place floor plans can be found at <http://www.parkplacecolumbia.com/#>. The University of South Carolina is responsible for various maintenance and custodial tasks. Typically, summers provide greater flexibility for the University to clean, repair and paint student rooms so that they will be ready for the fall semester opening in August (date changes annually). In order to accomplish this, the contractor will coordinate duties and timelines with University Housing Representative(s).

#### **A. Conceptual Plan**

The timing of the work will have to be carefully coordinated to avoid confusion and delays. The work schedule for full unit cleaning, carpet cleaning, and painting will be planned, coordinated, and managed by the University Housing Representative(s).

The University Housing's spring semester concludes by May 15<sup>th</sup> and "nine month" residents must vacate their room by that date each year; however some 12 month residents are allowed to live in the facility until July 31<sup>st</sup>. The University will take steps to consolidate students and quickly identify which units are free to be addressed to reduce the number of units that must be completed in the limited time frame from August 1<sup>st</sup> to August 15<sup>th</sup>. Park 7 will work with the University Housing Representative(s) to identify rooms where work can be performed prior to August 1<sup>st</sup>. The Contractor will be notified as work becomes available throughout the summer. However, it must be understood that there will be a large number of units that must be turned over quickly in this limited time frame.

The remaining units where work is to be performed from August 1<sup>st</sup> to August 15<sup>th</sup> will be assigned to selected contractors based on their availability and their ability to complete the assigned units appropriately and on time for the students' return and the opening of school. Should several contractors be required to complete the remaining units the University Representative will make assignments by floor to avoid confusion among work crews.

**\*Special note: The availability of rooms during this period will be 24/7 for work to be performed.**

#### **B. Work Flow Process – How it works**

- Step One: Park 7 Group is responsible for pulling the trash from student vacated rooms.
- Step Two: Following trash removal, Park 7 Group will inspect the vacant rooms and use their maintenance staff to patch, repair and sand walls in preparation for painting.
- Step Three: The University Representative(s) will then assign contractor(s) rooms to be painted. When the work is completed, the room will be inspected by the University Representative and the Park 7 Group. Work completion forms will be authorized so that contractors may be paid in a timely manner as work is completed.
- Step Four: The University Representative(s) will then assign contractor(s) rooms to be cleaned (full unit and carpet). When work is complete the room will be inspected by the University Representative and Park 7 Group. Work completion forms will be authorized so that contractors may be paid in a timely manner as work is completed.

**\*Special note: It is likely that to complete a project this large, one or more contractors will be in the building working at the same time. This will be coordinated by the University Housing Representative(s).**

## General Information

### A. Work Schedules

Work schedule will be based on the university's calendar for opening and closing of school. The annual start and completion dates, will be communicated to Contractors by May 15<sup>th</sup> of that calendar year. The University Housing Representative(s) will provide details of each summer's work schedule during the pre-conference meeting with Contractors. Scheduled coordination will occur prior to commencement of work, with the University Housing Representative(s) and Contractor(s), to determine areas of work to maximize efficiency of schedule.

From May 15<sup>th</sup> through July 31<sup>st</sup>, contractors will have access and can work from 8a.m. to 6 p.m. daily to perform assigned work. During this period there may be other USC student residents living in the building, depending on the work date. Noise and disruption must be reduced during the hours of 9 p.m. and 9 a.m. From August 1<sup>st</sup> through the 15<sup>th</sup>, contractors will have access and can work 24 hours a day, 7 days a week to perform assigned work.

Contractors must strive to reduce the size of any given unit's punch list and it must be able to be easily completed by the total project completion date.

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

1. Most of the work being done between August 1<sup>st</sup>, and August 14<sup>th</sup>, but with some allowance for contractor to do painting prior to that time frame, should rooms be available.
2. The Master Project Schedule for painting will be developed in coordination with the contractor (s). It will include a start and completion date for each of the following phases: protection (including dust control measures), prep work, painting/staining, clean up, initial punch list, substantial completion and final punch list items completed which includes



removal of all Contractor supplies and equipment for each unit.

3. The Contractor will be responsible for staffing the specified areas with appropriate staff. The Contractor, within his schedule, will identify the number of on-site supervisors and staffing levels required to adhere to the schedule.
4. The schedule will be reviewed at weekly progress meetings. The Contractor is responsible for status to date, a two (2) week look ahead, and the recovery schedule if the timeline falls behind.
5. **If at any time the contractor falls more than two (2) days behind schedule, University Housing will reserve the right to bring in a separate contractor to perform work, to guarantee staff and students move in, on schedule. The costs of bringing in an additional, separate Contractor will be deducted from the original Contractor's final payments.**

## **B. Project Meetings**

1. **Kickoff/Pre-Conference Meeting** will be convened by the University Housing Representative(s) and Park 7 Group, in approximately 10 days after execution of the contract and prior to project commencement. This meeting will review responsibilities, contractor assignments, and items affecting project progress. The University will announce the place and time of the meeting.
2. **Progress Meetings:** Because the turn-around time for completion will be short, the Contractor must conduct progress meetings with the University Housing Representative(s) and Park 7 Group regularly throughout the work period.

## **C. Building Occupancy**

1. A small portion of the building will be occupied for the duration of the project; however, those occupied rooms will not assign for painting. The Contractor will have access and may work 24 hours a day, 7 day a week during the work period.

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

2. There will be multiple projects occurring at the same time. Additional schedule coordination will occur prior to commencement, with the University Housing Representative(s), Contractor, and other project Contractors, to determine areas of work to maximize efficiency of schedule.

## **D. Worksite Access by University Housing Representative(s) and Maintenance Workers**

1. The University reserves the right to schedule other work, including, but not limited to, repairs, condition assessments and other inspections not related to this contract, in adjacent work areas during this same summer break work period.
2. The University Housing Representative(s) will identify in advance any work scheduled by the University, to occur in any part of the building in which maintenance work is to occur.

3. Such work may not be scheduled into individual units occupied by the Contractor's crews, without the prior knowledge of, and acceptance given by the Contractor.
4. Based on the nature of the work to be performed by University or Housing crews or agents, the University Housing Representative(s) and Park 7 Group may conduct inspections of the affected space(s) for identifying any unwarranted conditions that could be attributable to the work of such crews.
5. The University may also need to send staff through the building to conduct specific condition assessments and other inspections not related to this contract; however, such inspections will also be coordinated in advance via the weekly progress meetings.
6. If at any time a situation is deemed an emergency, University personnel may access the building without notification to or approval from the Contractor and /or University Housing University Housing Representative(s), to perform emergency repairs or conduct critical life and structural safety inspections.

#### **E. Utilities Access**

1. The University will provide electricity and water supply at the jobsite through existing receptacles and fixtures but without any provision which allows workers to directly tap circuit panels. The Contractor must supply its own extension cords, water hoses and other equipment as required by the work scope.
2. Contractor may use utilities while performing the contracted work but will turn off all lights, close blinds, and set air conditioning on auto/cooling in summer at 78 degrees and on auto/heat at 64 degrees in the winter upon completion of the daily work. Occupied units air conditioning settings must be at the discretion of the current residents and must not be tampered with.

#### **F. Parking**

1. Contractors are required to obtain parking authorization before parking in a designated space. When available, parking and vehicle hangtag(s) will be coordinated through the Park 7 Group. The Contractor will be limited to the number of parking spaces and locations as assigned through Parking Services.
2. The Contractor should note that there may be a parking fee associated with parking in spaces other than those designated for contractors, and hangtag(s) must be displayed at all times.
3. Parking at Park Place is restricted to the spaces designated by the Park 7 Group at the beginning of the project. All vehicles parked at Park Place must be head-in to the parking space. Backing in or pull-through parking is prohibited in all areas, including meters.



4. Parking is prohibited on turf and sidewalks, in fire lanes, and in ADA parking spaces, stated in policy BUSF 5.50 or <http://www.sc.edu/policies/busf550.pdf>. The Contractor will be responsible for any and all tickets, fines, and/or towing fees.
5. Drop off points near the building where vehicles may be temporarily staged to facilitate the periodic off-loading of equipment, tools, and materials, will also be identified.

#### **G. Building Access & Security**

1. Keys will not be provided to contractor but access to the units will be available.
2. Card or Key Access to students' rooms, offices, staff apartments, are prohibited. All Doors will be opened by Park Place or Housing Personnel prior to the commencement of work.
3. The Contractor is responsible for assuring all windows and entry doors are closed and locked at the end of the work shift. Maintaining security of the building must be the Contractor's responsibility for the duration of the project.

#### **H. Delivery, Storage, and Handling**

1. Deliver all painting materials in sealed, original labeled containers, bearing the following:
  - i. Manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content, mixing and/or reducing, and application requirements.
2. Store all paint materials in original labeled containers in a secure (lockable), dry, heated and well ventilated single designated area meeting the minimum requirements of both paint manufacturer and authorities having jurisdiction and at a minimum ambient temperature of 45° F (7° C). Only material used on this project to be stored on site.
3. Where toxic and/or volatile/explosive/flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking), as required.
4. Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) must be stored in suitable closed and rated containers and removed from the site on a daily basis.
5. Comply with requirements of authorities having jurisdiction, in regard to the use, handling, storage and disposal of hazardous materials.
6. All materials used by the Contractor must be stored in a place designated by the University Housing Representative(s). Materials stored on the site must be arranged

in a neat and orderly manner (not blocking exits), as to not affect in any way, any of the terms and conditions under this contract.

7. The University will not assume responsibility for the security of the Contractor's project materials, tools, or equipment.
8. The Contractor must not install any locking hardware on any portion of the building.
9. The Contractor must remove the above-mentioned materials and the entire site must be cleared at the time of project completion.
10. All items moved, in the course of the Contractor's work, are to be replaced to its original location and ready for use.

## **I. Debris**

1. All demolished material, except material listed or marked as salvage by the University, for retention and that which can be recycled, becomes the property of the Contractor.
2. Remove all project debris inside the building daily. All demolished materials must be loaded directly on to trucks for removal or placed in contractor's dumpster(s). All required dumpsters must be provided by the Contractor and serviced when filled.
3. Dispose of debris legally. Do not burn on site. Do not allow debris to enter sewers. Do not let piled debris endanger the structures and trees/plants that must remain.
4. Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.
5. Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
6. Remove combustible rubbish materials and empty paint cans each day and safely dispose of them in accordance with requirements of authorities having jurisdiction.
7. Clean equipment and dispose of wash water / solvents, as well as, all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints and stains.
8. At the completion of the work, all areas must be clean and left in an orderly condition, free of rubbish, dust and debris. The Contractor must clean all interior and exterior spaces impacted by project activities. All affected interior surfaces must be wiped down and/or vacuumed, to remove all dust and debris, in accordance to manufacturers' recommended cleaning instructions for each product.
9. Use of window openings to discard debris is strictly prohibited, unless proper protection is provided and approved in advance by the University Housing Representative(s).
10. The building and the building premises must be left in a condition that is acceptable

to the University Housing Representative(s) and the Park 7 Group, and meets stated specifications.

11. Contractor shall remove and dispose of all generated trash and debris on a daily basis. Generated trash and debris is to be placed in an on-site dumpster. Dumpster is to be provided by University of South Carolina Housing.

## **J. HAZARDOUS MATERIALS**

1. Prior to any disturbance of material suspect for asbestos, University Housing Representative(s) and contractor shall ensure that an asbestos inspection is performed to identify the presence of ACM within the scope of the project according to all SCDHEC, EPA, and OSHA regulations.

## **K. OSHA COMPLIANCE**

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

## **L. PROTECTION**

1. If at any time, proper precautions have not been taken to provide adequate protection to the building surfaces and furnishings, the Contractor will be advised by the University Housing Representative(s) and Park 7 Group of specific locations and problems. Work must cease immediately, within the particular space(s), until such protections have been installed. Whether initial or supplemental protections are provided, all protection in spaces and for furnishings and finishes, are at no additional cost to the University.
2. During the turnover process contractors must protect all finish hardware, windows, doors, landscaping, sidewalks, parking lots, light fixtures, tile, carpet, vinyl, mechanical, plumbing, electrical systems, flooring, furniture, appliances and /or any residents personal items from damage. In the event that this Contractor damages any of the above items, it will bear all of the cost incurred to clean, repair, or replace. Contractor acknowledges full responsibility for any deformities, irregularities, or damage caused by their contracted work. Contractor shall bear the cost to correct any damages to the extent of the managers' determination
3. The Contractor must survey and inform the University Housing Representative(s) of any pre-existing damage, within the work areas, prior to starting work. The Contractor is strongly encouraged to take pictures of items considered to be damaged, prior to starting the project and submit them to the University Housing Representative(s) for verification. If at any time throughout the duration of the project, damage is identified by University personnel and has not been documented, the Contractor must assume responsibility for any repair and/or replacement of the item.
4. The Contractor must identify in advance all instances when work, such as fabrication of materials, is required to occur outside on building grounds; and to propose in advance how the work area will receive protection.
5. Upon commencement of work, all rooms not currently being worked in must be closed to prevent the migration of dust, dirt, or materials in adjacent areas.
6. The Contractor must protect all interior and exterior adjacent surfaces, furniture,

equipment, areas to be finished and areas that have been finished, with drop cloths or other adequate means, as recommended by each manufacturer and as follows:

- a. Install dust barriers to prevent dust migration to bedroom entrances, halls, stairwells and corridors.
  - b. Elevator walls and flooring must be protected using ram-board or equal product to protect existing elevator finishes for duration of project.
  - c. Stairwells, corridors and hallways will have entry mats to prevent the spread of dust; and the hall floors and stairwells will be covered to protect them from damage.
7. All HVAC systems, per floor, must be turned off, and the following must be covered with plastic to prevent dust from entering and being left on equipment coils: all fan coil units, HVAC return and supply vents, and smoke/heat detectors. Failure to comply could result in the smoke alarm going off. If it is determined that this is the cause for the alarm, the Contractor will absorb costs incurred by responding EMS Personnel.
8. The Contractor is solely responsible for all windows and exterior doors being closed and secured at the end of each work day to prevent weather related damage or unauthorized entry to the site.
9. Interior unit doors only, must be propped open using proper door wedges at the floor level. Materials must not be wedged along the door frame, and deadbolts must not be thrown to keep a door from closing. Deadbolts failing due to misuse will be repaired at the Contractor's expense upwards of \$400 per deadbolt. **Exterior units and Exterior building doors must not be propped and must remain secured at all times.**
10. Elevator doors must not be propped at any time, failure to comply could result in the elevator emergency alarm going off and shutting down the cab.
11. The Contractor shall protect all fire safety equipment and detection systems, keeping them free of debris, dust, paint, caulking, adhesives, etc. Failure to comply could result in the smoke alarm going off. If it is determined that this is the cause for the alarm, the Contractor will absorb costs incurred by responding EMS Personnel and Fire & Safety repair/replacement.
12. The Contractor will use custodial mop sinks as noted in drawings on each floor as identified by the University Housing. **The Contractor will not be permitted to use any showers, kitchen sinks, bathroom sinks or laundry sinks to clean tools or equipment.** The Contractor will be responsible for any clogged lines or drains and/or any damages to plumbing lines, resulting in a cost of approximately \$65. If the line is bad and must be replaced the charge is upward of \$500.
13. The Contractor or employees are not allowed play any musical devices (radios, boom boxes, phones through speakers, Bluetooth speakers, etc.) at the work site.
14. The Contractor must keep sidewalks and parking areas cleared of materials and debris, at all times.
15. The Contractor is responsible for any and all damage, caused by a lack of protection and/or procedures related to any interior or exterior equipment, adjacent surfaces, doors, door frames, furniture, appliances, finishes, and to the building, grounds and its systems, life safety, and other equipment. The Contractor must replace, repair

and/or clean, at no additional cost to the University, any damaged property to its original state.

## **M. Personnel**

1. The Contractor shall be fully responsible for the acts and omissions of its Subcontractors and of persons employed by them, while on University Property, and will be held accountable for any conduct that violates University Policy.
2. In accordance with University Policy, sexual harassment, discrimination and the use of alcohol or drugs is strictly forbidden. Refer to:  
<http://www.sc.edu/policies/policiesbydivision.php> for policy details.
3. The Contractor must submit a Criminal Background check for each employee and/or subcontractor(s) prior to employee and/or subcontractor performing contract work. The background check must include criminal conviction check (County, State, Federal) and sex and violent offender registry check. The timeframe of this check must list the criminal history for the preceding 10 years. The cost of background checks will be paid by the Contractor.
4. The Contractor and its staff should have a form of identification on them at all times, while on University property.
5. Fraternization between the Contractor's employees and USC students, faculty or staff is strictly prohibited and addressed with zero-tolerance.
6. USC will not tolerate rude, abusive, or degrading behavior on the job site. Heckling and cat-calling directed towards students, faculty, or staff, or any other person on University property is strictly prohibited.
7. Use of USC communications facilities (telephone, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the University Housing Representative(s).
8. The Contractor will have one point of contact for the duration of each project. At no time is the Contractor to ask questions or take direction from any other individuals. Should an incident occur where they are approached by University staff, the Contractor must direct that person to the University's Housing Representative.
9. The Contractor must have the ability to communicate effectively and efficiently to all University Representatives.
10. The Contractors will have access to existing restroom facilities but must ensure that the condition of the restroom facilities in each suite remain sanitary, clean, and undamaged.
11. Proper attire must be worn at all times. Tank tops, shorts and open toe shoes are not permitted on site, at any time.
12. When needed, the University must approve the location of the Contractor's dumpster prior to placement. No turf, landscape, exits or fire lanes must be used. The Contractor is responsible for removal of all waste from the site. Construction waste must not be placed in the University dumpsters.
13. The Contractor must not allow its workers and Subcontractors to dispose any food waste/items into its construction dumpster to prevent potential rodent infestation of the dumpster. **All food/waste items must be removed daily from inside the**

### **buildings and disposed of off Campus daily.**

14. Workers are prohibited from standing on or using existing furniture (i.e., desks, desk chair, beds, etc.) for any reason, including in lieu of approved stepladders.
15. The Contractor will not be allowed to access any rooms or buildings that do not require any work under this project, for any reason. Contractors found in areas, other than as designated in this project, must be found to be trespassing, and will be reported to authorities.
16. To enter any occupied student bedroom, staff apartment or staff office, the Contractor must provide 48hr notice to the University Housing Representative(s); and must be accompanied by a University Housing escort, which will be assigned by the University Housing Representative(s).

### **Painting Specifications**

#### **A. Specifications**

The Contractor must provide all labor, materials, and equipment to move and protect furniture, remove signage, window blinds, white boards, tack boards, black boards, light switches, electrical plates. Additionally, the Contractor must furnish all labor and equipment required to prepare and perform interior painting of the previously identified spaces.

#### **B. Building Preparation**

The Contractor must be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, using the Contractor's best skill and attention.

1. The Contractor shall move existing furniture and appliances from one side to another as needed for work. When paint is dry and the room is nearly complete all furniture must be set up per furniture plans provided by University's Representative. Student personal belongings will be removed prior to the start of the project.
2. The Contractor shall remove all existing electrical, data, and light-switch wall plates prior to performing any work. The Contractor must tape over electrical receptacles and switches. Damage wall plates should be reported to the University's Representative for replacement. The Contractor will be responsible for wall plates damaged or broken by the contractor's paint crew. It is suggested that these damages be discovered and reported during the pre-work walk through.
3. Surface preparation of all substrates will be prepared by the maintenance staff at Park Place prior to start of painting each unit.
4. Contractor shall paint all apartment unit interiors, this includes **ALL**: walls, ceilings, trims, and doors in all rooms and closets.
5. The Contractor will be responsible for priming and painting of the following surfaces in the assigned unit:
  - a. Gypsum, plaster, and CMU block walls, smooth soffits, and smooth ceilings
  - b. Low textured soffits and ceilings
  - c. Previously painted wood window frames/trim and sill
  - d. Interior doors and door frames/trim that have been previously painted and

- are not factory finished
  - e. Interior wood baseboard, chair rail, and crown molding
  - f. Previously painted closet shelving
  - g. Previously painted grilles and vent covers
6. The surfaces are excluded:
- a. Anodized metal store front frames at windows/doors and doors at exterior walls
  - b. Acoustical ceiling tile systems
  - c. Stair treads and landings
  - d. Fire Suppression System Piping
7. The Contractor will be required to remove all splatters or spills from glass, tile floors including grout, carpet, cove base, VCT or other surfaces where work was performed.

### **C. Contractor Qualifications**

1. The Contractor must have a minimum of five (5) years proven satisfactory painting experience. Each Bidder must provide with its bid a list of the last three (3) comparable interior painting projects that includes company name, current contact name, phone number, email address and summary of scope of work.
2. Bidder must also provide names and level of experience of each installer, how many workers will be outsourced or subcontracted, and how many times the bidder has worked with its selected subcontractor(s) in the past.

### **D. Workmanship**

1. The University will provide paint only for the unit, and the Contractor shall return any unused paint at the completion of each complete project. The Contractor should notify the University Housing Representative(s) of issues related to the paint quality, color, or type (flat, gloss, etc.) before painting the entire room.
2. Contractor shall ensure that all paint applied in a method that the surface receiving the paint shall be fully covered that is a uniform finish, color, and appearance, including: edges, corners, crevices, welds, and fasteners. In the event that full coverage is not achieved by this Contractor's initial application, then he shall re-apply his material until his installation is considered acceptable at no additional charge to University of South Carolina Housing.
3. Contractor shall make sure all surfaces are free from ~~not paint over~~ efflorescence, dirt, dust, rust, chalk, scale, grease, oil, moisture, or conditions otherwise detrimental to formation of a durable paint finish prior to painting. Perform preparations and cleaning procedures in accordance with paint manufacturer's instructions.
4. Contractor acknowledges that as part of the preparation process prior to the installation of paint on interior applications, that University Housing's partner will have performed these tasks in preparation for painting: caulk, seal, spackle, bond, and/or putty and shall sand smooth surfaces, as required, to close tight all corners, joints, nicks, tears, nail holes, spurs, knot holes, cracks, and dents. Poor workmanship in this area should be identified and addressed prior to commencement of painting.
5. Electrical devices, windows, hardware, **sprinkler heads**, thermostats and other items in place at the time of painting (whether to be painted or not) shall be either taped or covered with protective materials to avoid paint getting on these items. Clean up of paint or caulking from these items will be the responsibility of this Contractor. Contractor shall replace all doors, fixtures, plates, or hardware that is removed for painting purposes.

6. Upon completion of painting work, Contractor shall clean all surfaces, by proper methods, using care not to damage finished surfaces. Contractor is not to perform wall or ceiling repairs, rather to report them to the Park 7 Group so that the repairs can be made.
7. Contractor shall remove and dispose of all generated trash and debris on a daily basis. Generated trash and debris is to be placed in an on-site dumpster. Dumpster is to be provided by University of South Carolina Housing.
8. During the painting process, contractors must protect all finish hardware, railings, windows, doors, light fixtures, tile, carpet, vinyl, mechanical, plumbing, electrical systems, and /or any personal items from damage. In the event that this Contractor damages any of the above items, he will bear all of the cost incurred to clean, repair, or replace. Contractor acknowledges full responsibility for any deformities, irregularities, or damage caused by their contracted work. Contractor shall bear the cost to correct any damages to the extent of the managers' determination.
9. Contractor may use utilities while performing the contracted work but will turn off all lights, close blinds, and set air conditioning on auto/cooling in summer at 78 degrees and on auto/heat at 64 degrees in the winter upon completion of the daily work. Occupied units air conditioning settings must be at the discretion of the current residents and must not be tampered with.
10. Inferior materials or workmanship must result in rejection of the entire application until replaced in accordance with the specifications.
11. If the Contractor fails to correct defective work or persistently fails to comply with the specifications, the University Housing Representative(s) may order the Contractor to stop work on the project (or any portion thereof, until the cause for such order has been eliminated).
12. The University Housing Representative(s) reserves the right to dismiss the Contractor and take over the project, to be completed by the University with costs incurred, deducted from the Contractors' final payments.
13. Contractor will correct any painting-referred items on University of South Carolina Housing punch-list.

#### **E. Preparation**

1. Remove and securely store all miscellaneous hardware and surface fittings / fastenings (e.g. electrical plates, mechanical louvers, door and window hardware, hinges, knobs, locks, trim, frame stops), removable rating / hazard / instruction labels, washroom accessories, light fixture trim, etc. from wall and ceiling surfaces, doors and frames, prior to repainting and replace upon completion. Carefully clean and replace all items upon completion of repainting work in each area. Do not use solvent or reactive cleaning agents on items that will mar or remove finishes (e.g. lacquer finishes).
2. **The Contractor is not responsible for repair of all holes and voids within drywall, CMU and wood.**
3. Structural and DSD-4 substrate defects discovered prior to and after surface preparation or after first coat of paint, must be made good and the work coordinated with the Park 7 Group to be made ready for painting, unless otherwise agreed to by the University Housing Representative(s) and painter.
4. Perform no repainting work unless a minimum lighting level of 323 Lux (30 foot candles) is provided on surfaces to be repainted. Adequate lighting facilities must be provided by the



Contractor.

## **F. Application**

1. Do not commence repainting unless substrates are acceptable and until all environmental conditions (heating, ventilation, lighting and completion of other sub-trade work, if applicable) are acceptable for applications of products, according to Paint Manufacturers requirements.
2. Apply primer, paint or stain in accordance with MPI Painting Manual finish requirements.
3. The Contractor must not use spray methods on any wall or ceiling finishes. The Contractor will be required to use the roll on and/or brush method.
4. Apply primer, paint or stain within an appropriate time frame after cleaning when environmental conditions encourage flash-rusting, rusting, contamination or the manufacturer's paint specifications require earlier applications.
5. Primer, paint or stain coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with the manufacturer's recommendations. No thinning or altering of paints or stains is permitted except in accordance with the Paint Manufacturers written recommendations.
6. Apply the necessary number of coats of paint to achieve an opaque finish (a minimum of one (1) prime coat and two (2) finish coats to all patchwork.
7. Sand and dust between each coat to provide an anchor for the next coat and to remove defects in previous coat (runs, sags, etc.) visible from a distance up to 1000 mm (39").
8. All paint coats/finishes must be evenly applied and free from sags, runs, laps, crawls, brush marks, skips, waves, variations in color or other visible defects.
9. Do not apply finishes on interior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat must be sufficiently dry and hard before a following coat is applied.
10. To avoid air entrapment in applied coats, apply materials in strict accordance with the manufacturer's spread rates and application requirements.
11. University Housing reserves the right to have a third-party gauge and verify thickness and consistency of finish, to ensure that all coats have been applied, as outlined in this specification.
12. Primers: Use only primers and undercoats that are suitable for each surface to be covered and that are compatible with the required finish coat. Contractors are to use only low or no VOC (Volatile Organic Compound) products.
13. As work is completed, the Contractor will be responsible to ensure the following: all moving parts and hardware of the window sashes, window security screens and doors are not painted, in such a way that the components will not open, close and lock or otherwise operate properly and free of restriction.

## **G. Field Quality Control/ Standard of Acceptance**

7. All surfaces, preparation and paint applications must be inspected.

8. Repainted interior surfaces must be considered to lack uniformity and soundness if any of the following defects are apparent to the University Housing Representative(s) and Park 7 Group:
  - a. Brush / roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings
  - b. Evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and reentrant angles
  - c. Damage due to touching before paint is sufficiently dry or any other contributory cause
  - d. Damage due to application on moist surfaces or caused by inadequate protection from the weather
  - e. Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.).
9. Repainted interior surfaces must be considered unacceptable if any of the following are evident under final lighting source conditions:
  - a. Visible defects are evident on vertical surfaces when viewed at 90 degrees to the surface from a distance of 1000 mm (39")
  - b. Visible defects are evident on horizontal surfaces when viewed at 45 degrees to the surface from a distance of 1000 mm (39")
  - c. Visible defects are evident on ceiling surfaces when viewed at 45 degrees to the surface
  - d. When the final coat on any surface exhibits a lack of uniformity of sheen across full surface area
10. Repainted surfaces rejected by the University Housing Representative(s) must be repainted. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint must be repainted. Runs, sags of damaged paint must be removed by scraper or by sanding prior to application of paint.
11. All glass window panes must be **FREE** of grease from **GLAZING COMPOUNDS, PAINT SPLATTERS OLD & NEW** and **CAULKING COMPOUNDS** upon **COMPLETION of WINDOWS.**
12. All windows must be operational, (the University must be notified in writing of any windows painted shut before being primed/finished) all security screens must be closed and locked, and all insect screens must be reinstalled before the Contractor may request the inspection, leading to the creation of the Preliminary Punch List.
13. The University may require the Contractor to perform a one-time call back to the jobsite to open stuck window sashes.

#### **H. Site Observations and Punch List**

1. Upon completion and cleaning as specified, the Contractor must notify the University Housing Representative(s) for final observation, prior to acceptance.
2. All waste, excess materials of unused paint, tools, etc. must be removed from the area. A University Housing Representative(s) and Park 7 Group will view all scraps

- and retain any desired, excess materials, prior to removal from the area.
3. Complete installation must be observed by University Housing Representative(s) and Park 7 Group prior to acceptance.
  4. Punch List Walk-throughs will occur in three (3) phases:
    - i. Preliminary Punch: The inspection led by the Contractor and provided in writing to the University Housing Representative(s). The Preliminary Punch is delivered at the point of substantial completion.
    - ii. Final Punch: The list developed based on the Park 7 Group and the University Housing Representative inspection after preliminary punch work completed. The Final Punch should have no significant work remaining.
    - iii. Final Walk-through and Approvals: University Housing Representative(s) and Park 7 Group review all punch work.
  5. After receipt of the Preliminary Punch List, the Contractor will have three (3) days before the Park 7 Group and the University Housing Representative will automatically start observing/reviewing the Final Punch.
  6. Items remaining incomplete on the Final Punch List at the time of this last inspection, may at the University Housing's discretion, be taken over and completed by the University. Expenses incurred will be charged to the Contractor, and must be deducted from final payment to the Contractor.
  7. The building and building premises must be left in a condition that is acceptable University Housing Representative(s).
  8. Final building acceptance must also establish the substantial completion and start date of the one (1) year warranty period.
  9. A ten (10) month walk-thru will take place after closing in May 2020 and will be coordinated by the University Housing Representative(s). All warranty work will be required to be completed within 30 calendar days of the walk-thru, or otherwise approved and coordinated with the University Housing Representative(s) for any acceptable alternative schedule.

## **I. Warranties and Certificates**

1. The Contractor must provide a written one (1) year guarantee on all work related to painting, to the University Housing Representative(s).

2. All warranties and guarantees offered by the paint manufacturers' must be accepted by the Contractor for all products under this project.

## **Carpet Cleaning & Upholstery**

### **A. Specifications**

Contractor will perform the following tasks to complete Carpet and Upholstery Cleaning:

1. Upholstery: Fabric on furniture must be fully cleaned, including all sides of seat cushions and pillows. Visible stains should be specially treated to remove stains and signs of distress should be treated to refresh fabric.
2. Carpet: All carpet must be cleaned edge to edge, by either a chemical process or steam cleaning process. The contractor will be responsible for replacement of any carpet due to discoloration or breaches in the fibers or weaves due to misuse of chemical process.
3. Contractor shall clean and remove all trash and debris from all parts of the apartment units and/or bedrooms as per the following specifications

## **Full Unit Cleaning**

Contractor will perform the following tasks to complete Full Unit Cleaning:

### **A. Trashing**

1. Remove all trash from area to be cleaned and place it dumpster
2. Property, furnishings, furniture, or a student's personal property shall **NOT** be removed from the room.
3. Contractor employees are not permitted to take any property from rooms.

### **B. Student Personal Property**

1. Student property left behind and deemed valuable will be bagged and tagged (room number) by Park Place Management and turned over to USC Housing.

### **C. Student Bedrooms**

1. Clean blinds/inside windows/window sills
2. Clean bed mattress/rails/springs
3. Clean heater/AC unit (outside only)
4. Clean all desks, top to bottom, side to side, and inside open drawers
5. Dust and clean out all closets top to bottom, inside, backside, pull out
6. Clean/dust top of light fixtures
7. Clean all vents

8. Dust top smoke detector/fire alarm/thermostats if applicable
9. Clean doors and dust tops of all door trim
10. Clean/dust all light switch plates/plug-in plates
11. Spot clean all walls, remove tape
12. Clean trash cans/recycle cans
13. Clean/dust all baseboards
14. Sweep/mop or vacuum/shampoo all floors
15. Clean whiteboard outside room
16. Clean/sanitize all door handles

#### **D. Living Room**

1. Clean/wipe down all walls, remove tape
2. Clean doors/jams and dust tops of all trim
3. Clean all light switch plates and plug-in plates
4. Dust ledges (includes)
  - a. Door overhang
  - b. Door trim
  - c. Clean and sanitize door handle
  - d. Dust Pictures
  - e. Anything mounted on a wall
  - f. Clean dust light fixtures
  - g. Vacuum/Shampoo all carpet
  - h. Vacuum under and all-around cushioned furniture
  - i. Clean all vinyl furniture
  - j. Shampoo/Upholstery clean all soft sided furniture
5. Clean all baseboards.
6. Clean tables/kitchen chairs top to bottom.
7. Clean Whiteboards with white board cleaner or eraser pads.
8. Clean windows
9. Clean window sills
10. Dust blinds
11. Clean out and wash recycle cans as well as trash cans
12. Sweep/Mop Floor

#### **E. Student Bathrooms**

##### **1. Vanity/Sinks:**

- a. Remove/Empty all items left on Vanity/Sink/Under sink.
- b. Clean sink
- c. Clean Faucet
- d. Counter Tops
- e. Back Splash.
- f. Side Splash ledge.
- g. Clean all light fixtures
- h. Clean mirror, top/sides

##### **2. Toilets**

- a. Clean top to bottom
- b. Wipe toilet rim and behind the toilet rim.
- c. Clean both sides outside of the toilet.
- d. Wipe down TP holder.

- e. Wipe down sanitary napkin box.
- f. Replace bag for sanitary napkin box.
- g. Clean/wipe down all walls, remove tape
- h. Clean doors/jams and dust tops of all trim
- i. Clean all light switch plates and plug-in plates
- j. Dust ledges (includes)
  - i. Door overhang
  - ii. Door trim
  - iii. Clean and sanitize door handle
  - iv. Dust Pictures
  - v. Anything mounted on a wall,
- k. Clean baseboards
- l. Clean out and wash recycle cans as well as trash cans
- m. Sweep/Mop Floor

### **3. Shower**

- 1. Clean Shower rod, remove all rust.
- 2. If shower has glass doors, clean joints, ledges, and jams.
- 3. Clean showerhead of any debris.
- 4. Wipe Down all soap dispensers/hand dryers
- 5. Check Toilet Paper.

## **F. Kitchen**

### **1. Oven**

- a. Unplug the oven and pull out from the wall.
- b. Spray the inside/top/bottom/ top bottom racks of oven with oven cleaner and let stand for five to ten minutes.
- c. While the oven is soaking.
- d. Clean wall behind oven.
- e. Sweep/mop the floor under the oven.
- f. Clean/Wipe down outside of oven.
- g. Clean under rim, lift top lid of oven.
- h. Clean drip pans replace drip pans (ONLY IF UNABLE TO CLEAN).
- i. Clean fume hood over stove/under/around hood light.
- j. Clean fume hood filter.
- k. Scrub inside of oven.
- l. Wipeout inside of oven.
- m. Wipe out bottom drawer of oven.
- n. Push oven back in place.

### **2. Refrigerator**

- a. Pull the refrigerator out, unplug.
- b. Ice Maker
  - i. Remove Ice
  - ii. Drain line
- c. Empty contents of freezer.
- d. Clean freezer inside/out.
- e. Clean shelves and drawers inside of fridge.
- f. Wipe/Clean outside of Fridge (top, bottom, all sides/surfaces).
- g. Clean walls around the fridge.
- h. Sweep/Mop floor before pushing back the fridge.

- i. Put all drawers/shelves back in place.
- j. Put fridge back in place, plug in set temp dial to “med” setting.

### **3. Cabinets**

- a. Empty all items from cabinets.
- b. Clean cabinets inside/out.
- c. Clean top of cabinets.
- d. Empty all contents from kitchen drawers/clean inside of all drawers.
- e. Clean base-cove in front of kitchen sink and countertop area.
- f. Sink/Countertops/Trash disposal if applicable/piping under cabinets.

### **4. Kitchen Detail**

- a. Clean base cove in front of kitchen sink and countertop area.
- b. Clean wood and plastic (ONLY) tables/kitchen chairs top to bottom.
- c. Clean windows
- d. Clean window sills
- e. Dust blinds
- f. Clean vending machines top to bottom,
- g. Pull out and clean behind (if possible)
- h. Clean/wipe down all walls, remove tape
- i. Clean doors/jams and dust tops of all trim
- j. Clean all light switch plates and plug-in plates
- k. Dust ledges (includes)
  - i. Door overhang
  - ii. Door trim
  - iii. Clean and sanitize door handle
  - iv. Dust Pictures
  - v. Anything mounted on a wall
- l. Clean baseboards
- m. Clean out and wash recycle cans as well as trash cans
- n. Sweep/Mop Floor

## **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. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

## MINORITY PARTICIPATION (DEC 2015)

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? \_\_\_\_\_

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? \_\_\_\_\_

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.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

## 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](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

**NOTE: The University reserves the right to contact Bidder's references.**

#### **SUBCONTRACTOR – IDENTIFICATION (FEB 2015)**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

### **VI. AWARD CRITERIA**

#### **AWARD CRITERIA – FIXED PRICE BIDDING (JAN 2006)**

Award will be made to all responsive and responsible Offerors. [06-6023-1]

#### **BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING**

Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the state's original fixed price bid as authorized by the solicitation. Between January and March of each contract year, the University will evaluate all bids received between May 1 and December 31st of each contract year. [06-6045-1]

### **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 (JAN 2006)**

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

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

**DISPUTES (JAN 2006)**

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

**EQUAL OPPORTUNITY (JAN 2006)**

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

**FALSE CLAIMS (JAN 2006)**

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

**FIXED PRICING REQUIRED (JAN 2006)**

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

**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 (JAN 2006)**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**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]

**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]

**PUBLICITY (JAN 2006)**

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

**PURCHASE ORDERS (JAN 2006)**

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

**TAXES (JAN 2006)**

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

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds 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 (JAN 2006)**

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

**WAIVER (JAN 2006)**

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

**VII. TERMS AND CONDITIONS -- B. SPECIAL****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.

**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/>

**BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)**

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate. (b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State. (c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information.

#### **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]

#### **CONFERENCE – PRE-PERFORMANCE (JAN 2006)**

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

[07-7B040-1]

#### **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]

**Insurance Requirements: Contractor must provide a copy of its liability insurance certificate within ten (10) days upon the posting of the intent to award statement or award statement and on each contract anniversary date thereafter attesting to such insurance coverage.**

#### **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [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.

#### **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

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

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

### **DISPOSAL OF PACKAGING**

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of contract work.

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

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

### **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]

### **INFORMATION SECURITY - DEFINITIONS (FEB 2015)**

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

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification,

destruction, or loss of an object may have occurred. Without limitation, the term “compromise” includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

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

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

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

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

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

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

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

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

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

#### **LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

#### **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be 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]

#### **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]

#### **SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)**

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

#### **TERM OF CONTRACT – EFFECTIVE DATE / INITIAL-MAXIMUM CONTRACT PERIOD**

The effective date of this contract is the first day of the Initial/Maximum Contract Period as specified on the final statement of award. The initial/maximum 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.

#### **TERMINATION FOR CONVENIENCE (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

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

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not

(i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

**LOT A : PAINTING** (Refer to Section III for full description of painting services)

### Full Unit Service

Unit Type	Maximum Price Per Unit	Offeror's Price Per Unit
Studio	\$275	
One Bedroom	\$300	
Two Bedroom	\$350	
Three Bedroom	\$450	
Four Bedroom	\$475	
Five Bedroom	\$525	

### \*Partial Unit Service

Unit Type	Maximum Price Per Unit	Offeror's Price Per Unit
Single Bedroom	\$150	
Common Area	\$150	

\*The phrase partial unit service refers to individual room cleaning as may be required during the academic year. It does not indicate that the cleaning requirements have been reduced.

**LOT B : CARPET AND UPHOLSTERY CLEANING** (Refer to Section III for full description of carpet and upholstery services)

Unit Type	Maximum Price Per Unit	Offeror's Price Per Unit
Studio	\$25	
One Bedroom	\$25	
Two Bedroom	\$50	
Three Bedroom	\$75	
Four Bedroom	\$100	
Five Bedroom	\$125	

### \*Partial Unit Service

Unit Type	Maximum Price Per Unit	Offeror's Price Per Unit
Single Bedroom	\$25	
Single Bathroom	\$25	
Kitchen/Living Room	\$25	

\*The phrase partial unit service refers to individual room cleaning as may be required during the academic year. It does not indicate that the cleaning requirements have been reduced.

**LOT C: FULL UNIT CLEANING** (Refer to Section III for full description of full unit cleaning services)

Unit Type	Maximum Price Per Unit	Offeror's Price Per Unit
Studio	\$75	
One Bedroom	\$75	
Two Bedroom	\$130	
Three Bedroom	\$195	
Four Bedroom	\$260	
Five Bedroom	\$325	

**\*Partial Unit Service**

Unit Type	Maximum Price Per Unit	Offeror's Price Per Unit
Single Bedroom	\$25	
Single Bathroom	\$25	
Kitchen/Living Room	\$25	

\*The phrase partial unit service refers to individual room cleaning as may be required during the academic year. It does not indicate that the cleaning requirements have been reduced.

## **IX. ATTACHMENTS TO SOLICITATION**

- 1. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
- 2. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING**
- 3. 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.

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

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov/forms-site/Forms/I312.pdf>

**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.