 <p align="center"><b>UNIVERSITY OF SOUTH CAROLINA</b></p>	<h1>INVITATION FOR BIDS</h1>	Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	USC-IFB-3604-LW February 19, 2020 Lana Widener (803)777-4115 LLW@mailbox.sc.edu
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DESCRIPTION: **Furnish, Deliver, and Install Casework for USC Aiken New Facilities Building**

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.*

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

SUBMIT OFFER BY (Opening Date/Time): **March 9, 2020 at 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **February 26, 2020 at 11:00 AM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original in Hardcopy  
One (1) Redacted Copy Marked "Copy"  
Plus (1) Electronic Copy  
(Original shall prevail)

CONFERENCE TYPE: N/A DATE & TIME: As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: N/A
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on <b>March 12, 2020</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://purchasing.sc.edu">http://purchasing.sc.edu</a>
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You must submit a signed copy of this form with Your Offer. By 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.)

NAME OF OFFEROR  (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE  (business title of person signing above)	STATE VENDOR NO.  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
PRINTED NAME  (printed name of person signing above)	STATE OF INCORPORATION  (If you are a corporation, identify the state of incorporation.)

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

Sole Proprietorship     
 Partnership     
 Other \_\_\_\_\_

Corporate entity (not tax-exempt)     
 Corporation (tax-exempt)     
 Government entity (federal, state, or local)

**PAGE TWO**

(Return Page Two with Your Offer)

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p>          	<p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>          <hr/> <p style="text-align: center;">Area Code - Number - Extension                      Facsimile</p> <hr/> <p>E-mail Address</p>
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<p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)</p>          <p><input type="checkbox"/> Payment Address same as Home Office Address</p> <p><input type="checkbox"/> Payment Address same as Notice Address <b>(check only one)</b></p>	<p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>          <p><input type="checkbox"/> Order Address same as Home Office Address</p> <p><input type="checkbox"/> Order Address same as Notice Address <b>(check only one)</b></p>
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<b>ACKNOWLEDGMENT OF AMENDMENTS</b>							
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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

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

In-State Office Address same as Home Office Address

In-State Office Address same as Notice Address

**(check only one)**

## SOLICITATION OUTLINE

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

### I. SCOPE OF SOLICITATION

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

The University of South Carolina is soliciting bids from qualified sources of supply to furnish all labor and materials required to provide casework for the University of South Carolina Aiken Campus' new Facilities building required in accordance with all requirements stated herein.

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

**DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015):** CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

**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)]

**BUSINESS PROPOSAL** may be used interchangeably with the term Price Proposal. The Business proposal (Price proposal) shall never be included in the same enclosure or file as the Technical Proposal.

**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 (UGU) means the unit(s) of government identified as such on the Cover Page. UGU may also be referred to as The University of South Carolina, the University, University, or UofSC

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

**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/sa.php>. (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.

**AWARD NOTIFICATION (May 2019)** 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 in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business 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.

**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.

**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 nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**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>. [02-2A040-2]

**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 body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

**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.

**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. [02-2A065-1]

**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]

**MAIL PICK-UP** The University of South Carolina Purchasing Department receives delivery of all mail from University Postal Services twice daily around 9:00 a.m. and 1:00 pm (excluding weekends and holidays). Offerors are strongly encouraged to plan for any delays by the U.S. Postal Service. See provision entitled Deadline for Submission of Offer.

**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. [02-2A080-1]

**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]

**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]

**PROTESTS (JUN 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". [Section 11-35-4210] [02-2A085-1]

**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 this 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).

**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.)

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



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

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

**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.

**UNIVERSITY OF SOUTH CAROLINA CLOSINGS** If an emergency or unanticipated event interrupts normal University of South Carolina or State processes so that offers cannot be received at the 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 applicable 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: <https://sc.edu/>

**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

**Mark Envelopes on questions mailed:**

QUESTIONS: USC-IFB-3604-LW

Title: Furnish, Deliver, and Install Casework for University of South Carolina Aiken New Facilities Building  
University of South Carolina – Purchasing Dept.  
1600 Hampton Street, Suite 606  
Columbia, SC 29208  
Attn: Lana Widener

**QUESTIONS MAY BE E-MAILED TO:**

[LLW@mailbox.sc.edu](mailto:LLW@mailbox.sc.edu)

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

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

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

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

**PROTEST – CPO – MMO ADDRESS (JUN 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.sc.gov](mailto:protest-mmo@mmo.sc.gov),

(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]

### III. SCOPE OF WORK / SPECIFICATIONS

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

**QUALITY – NEW (JAN 2006):** All items must be new.

Contractor will coordinate schedule with USC Project Representative.

**SCOPE:**

The purpose of this solicitation is to furnish, deliver and install casework for the University of South Carolina Aiken New Facilities Building.

Contract work is to provide and install millwork shown on drawings A301, A601 and A602 (attached) for rooms 101, 122, 115 and 116 only using referenced specifications in the new Facilities Building.

Contractor will coordinate with the University of South Carolina representative and the General Contractor.

All hardware is to be included with locks and keys on casework.

Contractor will fabricate and install adjustable utility shelves in Room 101.

All colors will be selected by the University of South Carolina.

Island in Room 101 shall have butcher block countertop in lieu of solid surface. Butcher block to be plank maple, sanded with beveled edge, minimum 1.5 to 1.75 inches thick. Must be equal to or better than Williamsburg Butcher Block. Stain to be selected by the University of South Carolina.

Any substitutions of manufacturer's items may be submitted for approval by the University of South Carolina during Question and Answer period; however, they must be approved prior to submitting the bid.

The Contractor shall be responsible for the removal and disposal of all packaging materials, and any other debris resulting from the standard delivery of goods, from the Using Governmental Unit's location.

Specifications Attached:

(note: all references to "architect" can be replaced with "University of South Carolina")

- 01 00000      General Requirements
- 01 10000      Summary
- 01 3300      Submittal Procedures
- 06 1000      Rough Carpentry
- 08 7100      Finish Hardware
- 12 3000      High Pressure/Melamine Construction Modular Casework
- 12 3661      Solid Surfacing Countertops and Sills

## 1.0 GENERAL

The provisions of the Instruction to Bidders and of the Special Conditions, General Conditions, and Supplementary Conditions of these Specifications shall govern the work under this Division or Section the same as if incorporated herein.

### 1.1 QUALITY ASSURANCE

**Qualifications of Manufacturers:** Products used in the Work shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Architect/Engineer.

**Qualifications of Workmen:** Use adequate numbers of workmen who are thoroughly trained and experienced in the necessary skills, completely familiar with the manufacturer's recommended methods of application and completely familiar with the specific requirements of the work.

**Codes and Standards:** Comply with the 2015 Edition of the International Building Code or other Governing Local Codes and Standard. Comply also with all instructions and recommendations from the manufacturers of various materials. Notify Architect immediately of any systems which do not comply with the 2015 International Building Code or any local codes that may be more stringent.

### 1.2 PRODUCT HANDLING

**Delivery and Storage:**

Deliver all packaged materials to the job site in their original unopened containers with all labels intact and legible at time of inspection.

Store all materials in an approved manner.

**Replacements:** In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect/Engineer and at no additional cost to the Owner.

### 1.3 SCHEDULING AND COORDINATION

All work shall be scheduled and coordinated with the Owner.

### 1.4 MATERIAL AND WORKMANSHIP

**Fitting Job Conditions:** The Contractor and material suppliers shall be responsible for inspecting all job conditions affecting the installation of an item and taking all field measurements required prior to fabrication of an item to insure that the item concerned will integrate properly with all adjacent materials and fit all other conditions as they exist or will exist in the finished project.

### 1.5 CODES AND LAWS

All construction will comply with the latest edition of the 2015 International Building Code, National Fire Protection Association Code, Section 504 of the Rehabilitation Act of 1973 and all general and permanent Laws of the State of South Carolina. This District places major emphasis on the safety and well-being of its students, faculty and staff. It is the first duty of supervisors and all other persons in authority to provide for safety and fire prevention.

1.6 OCCUPATIONAL SAFETY AND HEALTH

The construction shall be governed, at all times, by applicable provisions of the Federal Law(s), including but not limited to the following, as amended to date.

Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations; and

Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
  2. Use of premises.
  3. Owner's occupancy requirements.
  4. Specification formats and conventions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: **RE-BID USC AIKEN MAINTENANCE BUILDING**

The project is a new facility and auxiliary services building, including approximately 13,800 SF facility with administration offices, shop spaces, storage areas, and associated on site parking and drives.

- B. Project Location: **USC AIKEN, 471 UNIVERSITY PARKWAY, AIKEN, SC 29801**

- C. Owner: **UNIVERSITY OF SOUTH CAROLINA**

1. Owner's Representative: **BRIAN ENTER Project Manager**

- D. The project will be constructed by the successful responsive responsible General Contractor through a public bid process.

1.3 WORK UNDER OTHER CONTRACTS

- A. Concurrent Work: Owner may elect to award separate contract(s) for other construction operations at Project site. Those operations may be conducted simultaneously with work under this Contract.

1.4 USE OF PREMISES

- A. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Owner Occupancy: Allow for Owner and Owner Contractors occupancy of Project site as required to complete scopes of work.
  2. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

## 1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "MasterFormat" 2011 Version numbering system.
  - 1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals. Various submittals require hard copies. Refer to the individual specification sections and coordinate with the architect prior to any submittal. Submittals will not be considered complete until the related physical samples are provided.
- B. Related Sections:
  - 1. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 2. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

### 1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings may be provided by Architect upon contractor's request for Contractor's use in preparing submittals.
  - 1. Architect may furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.



- c. The architectural drawings for shop drawing purposes may be furnished upon the architect's receipt of the Licensing Agreement and upon receipt of payment equal to \$1,000.00 per AutoCad Xref drawing or \$1,500.00 per Revit Model. The purchaser is responsible for adding all addenda items and changes and providing/verifying field measurements. Most drawings are in Revit. Any conversions will be by the contractor parties and not the Design Team.
  - d. Drawings of the architect's consultants may not be available.
  - e. The architect reserves the right to reject any request or digital drawing files.
  - f. Any and all digital/electronic submittals must be clearly organized and bookmarked. Any submittal received that is not bookmarked will be rejected. NO EXCEPTIONS.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
1. Initial Review: Allow 15 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Re-submittal Review: Allow 15 working days for review of each re-submittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect and Construction Manager.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Submittal number or other unique identifier, including revision identifier.

- 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
  - j. Number and title of appropriate Specification Section.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Other necessary identification.
- E. Options: Identify options requiring selection by the Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect or Construction Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect and Construction Manager.
- H. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect and Construction Manager will return submittals, without review, or discard submittals received from sources other than Contractor.
  1. Transmittal Form: Use AIA Document G810 or other form acceptable to the architect.
  2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect and Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- I. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.
  1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:

1. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect, through Construction Manager, will return two copies.
  2. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect and Construction Manager will not return copies.
  3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
  4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.
  5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. Three paper copies of Product Data, unless otherwise indicated. Architect, through Construction Manager, will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.

- b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
  3. Submit Shop Drawings in the following format:
    - a. Three opaque copies of each submittal. Architect and Construction Manager will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return submittal with options selected.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Architect and Construction Manager will retain two Sample sets; remainder will be returned.
  - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least five sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Submit product schedule in the following format:
    - a. Three paper copies of product schedule or list, unless otherwise indicated. Architect, through Construction Manager, will return two copies.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.
  1. Submit subcontract list in the following format:
    - a. PDF electronic file.
    - b. Number of Copies: Three paper copies of subcontractor list, unless otherwise indicated. Architect, through Construction Manager, will return two copies.
- J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the

responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents. Submittals that are determined to be stamped approved, but not actually reviewed, will be returned to the contractor with out architect's review. Any effects on the project schedule for any such occurrence will be the sole responsibility of the contractor.

### 3.2 ARCHITECT'S AND CONSTRUCTION MANAGER'S ACTION

- A. General: Architect and Construction Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Wood blocking and nailers.
  - 2. Wood sleepers.
  - 3. Plywood backing panels.

### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

### 1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Wood-preservative-treated wood.

## PART 2 - PRODUCTS

### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
  - 3. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

### 2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.



- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all indicated rough carpentry items and the following:
  - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

### 2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Furring.
  - 4. Grounds.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.
- C. Concealed Boards: 19 percent maximum moisture content and any of the following species and grades:
  - 1. Mixed southern pine or southern pine; No. 2 grade; SPIB.
  - 2. Eastern softwoods; No. 2 Common grade; NeLMA.

### 2.4 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, A-C, in thickness indicated or, if not indicated, not less than 3/4-inch (19-mm) nominal thickness. Painted with two coats of light colored, non-conductive fire retardant paint.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

3.2 PROTECTION

- A. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet enough that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-i Specification sections, apply to work of this section

### 1.2 DESCRIPTION OF WORK

A. Definition: "Finish Hardware" includes items known commercially as finish hardware which is required for swing, sliding and folding doors, except special types of unique and non-matching hardware specified in the same section as the door and door frame

B. Extent of finish hardware required is indicated on drawings and in schedules. Furnish complete finish hardware except as mentioned hereinafter as being provided by others

C. Types of finish / security hardware required include, but are not limited to, the following:

- Butt Hinges / Continuous Hinges
- Lock cylinders and keys
- Lock and latch sets
- Exit devices
- Push/pull units
- Closers / ADA Operators
- Door Stops
- Door Bolts
- Door trim units
- Protection plates
- Thresholds and Weatherstrip
- Fire Door Gaskets/Sound Gaskets
- Computer Managed Locksets
- Computer Managed Software

D. References

- NFPA-80-1995 - Standard for Fire Doors and Windows
- NFPA-101-1994 - Life Safety Code
- NFPA - 70 - National Electric Code
- ADA - The Americans with Disabilities Act - Title III - Public Accommodations
- ANSI-A 117.1-American National Standards Institute - Accessible and Usable Buildings and Facilities
- ANSI-A156.5-American National Standards Institute - Auxiliary Locks and Associated Products
- International Building Code as Adopted
- Positive Pressure Testing UL10C & UBC7.2
- UL - Underwriters Laboratories
- WHI - Warnock Hersey International
- State, Local and Federal Codes, National Electrical Building Codes, including the Authority Having Jurisdiction

### 1.3 RELATED WORK

A. Hollow Metal Work - Section 08 11 00.

B. Wood Doors - Section 08 21 00.

C. Electrical - Division 26

#### 1.4 QUALITY ASSURANCE

A. Manufacturer: Obtain each type of hardware (i. e. lock sets / closers/ exit devices) from a single manufacturer, although several may be indicated as offering products complying with requirements.

B. Supplier: A recognized architectural finish hardware supplier, with warehousing facilities, who has been furnishing hardware and installation in the project's vicinity for a period of not less than 4 years. The supplier shall be, or shall employ, a Certified Architectural Hardware Consultant (AHC) who is available, at reasonable times during the course of the work for consultation about project's hardware requirements, to Owner, Architect and Contractor. A certified architectural hardware consultant (AHC) shall prepare all hardware and keying schedules. The supplier is responsible for proper coordination of all finish hardware with related sections to insure compatibility of products.

C. Fire-Rated Openings: Provide hardware for fire-rated openings in compliance with NFPA Standard No. 80 and local building code requirements. Provide only hardware which has been tested and listed by UL or FM for types and sizes of doors required and complies with requirements of door and door frame labels Provide door seals to meet Positive Pressure Testing UL10C and UBC7 - 2 as required.

D. Where emergency exit devices are required on fire-rated doors (with supplementary marking on doors' UL or FM labels indicating "Fire Door to be Equipped with Fire Exit Hardware") provide UL or FM label on exit devices indicating "Fire Exit Hardware".

E. Thru bolt door closers and exit devices.

F. Unless otherwise specified, provide lever handle locksets ADA compliant.

G. The General Contractor, Hardware Distributor - Installation Contractor shall count, coordinate and store all Finish and Security Hardware herein, verifying complete counts of all items Specified and Furnished. The Manufacturer's and Owner's Representatives will inspect the installation of the Finish Hardware during each phase of construction. Any deficiencies in installation of all materials here-in included shall be corrected before installation continues.

H. At Project Completion the Owner's Maintenance Representative will accompany the Architect and General Contractor during the Finish Hardware punch list phase of the project close out, insuring the Maintenance Representative is familiar with all applications and systems as installed.

I. Pre-Installation Meetings: The General Contractor shall initiate and conduct with the Hardware Supplier, and the Hardware Installer, and any related trades a pre-install meeting. This meeting shall serve as submittal review of applications, coordination between trades for related work. The General Contractor shall initiate and conduct a second meeting, or as part of the original pre-install meeting, a training for hardware installer provided by the manufacturer's representative of the following hardware products: Locksets, Closers, Exit Devices, and CM Locks. These meeting shall convene no less than one month prior to commencement of related work. After hardware installer training meeting is complete, the manufacturer's representative shall provide a certificate

to the installer, the General Contractor, the Hardware Supplier, the Architect, and Owner, stating the date of training, the product, and the name of the trainer and manufacturer.

## 1 5 SUBMITTALS

A- Product Data: Submit manufacturer's technical product data for each item of hardware in accordance with Division 1 section "Submittals". Include whatever information may be necessary to show compliance with requirements, and include instructions for installation and for maintenance of operating parts and finish

B. Hardware Schedule: Submit final hardware schedule and any electrical riser and point to point wiring diagrams in manner indicated below. The Hardware Schedule shall be submitted in vertical format. Coordinate hardware with doors, frames and related work to ensure proper size, thickness, hand, function and finish of hardware.

1. Final Hardware Schedule Content: Based on finish hardware indicated, organize hardware schedule into "hardware sets" indicating complete designations of every item required for each door or opening. Include the following information:

- a. Type, style, function, size and finish of each hardware item.
- b. Name and manufacturer of each item.
- c. Fastenings and other pertinent information.
- d. Location of hardware set cross-referenced to indications on drawings both on floor plans and in door and frame schedule.
- e. Explanation of all abbreviations, symbols, codes, etc., contained in schedule.
- f. Mounting locations for hardware.
- g. Door and frame sizes and materials.
- h. Keying information.

C. Submittal Sequence: Submit schedule, catalog cut sheets, templates, and wiring diagrams within two (2) weeks from date purchase order is received by the door hardware supplier due to acceptance of hardware schedule must precede fabrication of other work (e.g., hollow metal frames) which is critical in the project construction schedule. Include with schedule the product data, samples, shop drawings of other work affected by finish hardware, and other information essential to the coordinated review of hardware schedule.

D. Keying Schedule: The District will work with Best Lock to provide and implement the keying schedule.

E. Samples if Requested: Prior to submittal of the final hardware schedule and prior to final ordering of finish hardware, submit one sample of each type of exposed hardware unit, finished as required, and tagged with full description for coordination with schedule.

F. Templates: Furnish hardware templates to each fabricator of doors, frames and work to be factory-prepared for the installation of hardware. Upon request, check shop drawings of such

other work, to confirm that adequate provisions are made for proper location, coordination and installation of hardware.

G. Manufacturer's Catalog Cuts: Submit manufacturer's catalog cut sheets on all Hardware items, any required special mounting instructions with the finish hardware schedule.

H. The Hardware Consultant shall review and check all Hardware submittals to the project's Finish Hardware Specification and return to the Architect, along with a written transmittal of approval or any exceptions and notations, prior to any order of hardware items.

## 1.6 PRODUCT HANDLING

A. Tag each item or package separately, with identification related to final hardware schedule, and include basic installation instructions with each item or package.

B. Inventory hardware jointly with the General Contractor, representatives of hardware supplier / hardware installer until each is satisfied that count is correct.

C. Deliver individually packaged hardware items at the proper times to the proper locations (shop or project site) for installation.

D. The General Contractor shall provide secure lock-up for hardware and security equipment delivered to the project, but not yet installed. Control handling and installation of hardware items which are not immediately replaceable, so that completion of the work will not be delayed by hardware losses, both before and after installation.

## PART 2 - PRODUCTS

### 2.1 SCHEDULED HARDWARE

A. Requirements for design, grade, function, finish, size and other distinctive qualities of each type of finish hardware is indicated in the Hardware Sets at the end of this section. Products are identified by using hardware designation numbers of the following:

Butts: Ives, Hager, Bommer, Stanley

Locksets: Best

Cylinders: Best

Door Stops: Ives, Rockwood, Trimco

Closers: LCN, Stanley

ADA Auto Operators: if specified LCN, Norton 6900

Thresholds: National Guard, Pemko, Reese

Weather Strip / Fire Gaskets: National Guard, Pemko, Reese (provide on all exterior doors, and doors in unconditioned corridors and courtyards)

Kick Plates: Ives, Rockwood, Trimco

Pulls: Ives, Rockwood, Trimco

Exit Devices: Von Duprin: 99 series, Precision 2100

Flush Bolts: Ives, Rockwood, Trimco

Automatic Flush Bolts: Ives, Rockwood, Trimco

Magnetic Holders: LCN, Rixson

Miscellaneous Hardware: Ives, Trimco

Overhead Stops: Glynn-Johnson, ABH

## 2.2 MATERIALS AND FABRICATION

### A. General:

1. Hand of door: Drawings show direction of slide, swing or hand of each door leaf  
Furnish each item of hardware for proper installation and operation of door movement as shown.
2. Manufacturer's Name Plate: Do not use manufacturer's products which have manufacturer's name or trade name displayed in a visible location (omit removable nameplates), except in conjunction with required UL labels and as otherwise acceptable to Architect.
3. Manufacturer's identification will be permitted on rim of lock cylinders only.
4. Finishes:
  - a. US26D for all finished metal hardware items except as otherwise indicated ( US32D: Door Plates/Pulls) . Door closers to be powder coated to match US26D. Exit devices to be US32D with stainless steel touchbars.
5. Lockset Design: Lever handle design shall be for mortise locks as manufactured by Best.
6. Fasteners: Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, except as specifically indicated.
7. Furnish screws for installation, with each hardware item. Provide Phillips flat-head screws except as otherwise indicated Finish exposed (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of such other work as closely as possible, including "prepared for paint" in surfaces to receive painted finish.
8. Where thru-bolts are required, provide sleeves for each thru-bolt or use hex screw fasteners.
9. Tools and Maintenance Instructions for Maintenance: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of finish hardware.

## 2.3 HINGES AND BUTTS

- A. Templates: Provide only template-produced units.
- B. Screws: Furnish Phillips flat-head or machine screws for installation of units, except furnish Phillips flat-head or wood screws for installation of units into wood. Finish screw heads to match surface of hinges or pivots.
- C. Butt Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
  1. Steel Hinges: Steel pins
  2. Non-ferrous Hinges: Stainless steel pins.

3. Exterior Doors: Non-removable pins.
4. Out-swing Corridor Doors: Non-removable pins.
5. Interior Doors: Non-rising pins.
6. Tips: Flat button and matching plug, finished to match leaves.
7. Number of hinges: Provide number of hinges indicated but not less than 3 hinges for door leaf for doors 90" or less in height and one additional hinge for each 30" of additional height.

D. Acceptable Butt Hinge Manufacturers:

1. Ives
2. Hager
3. Stanley
4. Bommer

E. Continuous Hinges: This use of continuous hinges shall be limited to renovation type project work where existing frames remain, and new doors shall be furnished, or where new Aluminum Storefront Doors and Frames are specified. Continuous Hinges shall furnished as gear type, full concealed at aluminum storefront; half surface at hollow metal doors and frames. Hinge shall be a pin-less assembly of three interlocking extrusions applied to the full height of the door and frame without mortising. The door leaf and jamb leaf shall be geared together for the entire length of the hinge and joined by a channel. Hinge knuckle shall be monolithic in appearance. Continuous hinge with visible knuckle separations are not acceptable. Furnish only heavy duty type continuous hinge with a minimum of 27 bearings (83" height) for each leaf. The door and jamb leaf shall have template screw hole locations for future replacement needs. Furnish only fasteners as shipped with the continuous hinge.

F. Acceptable Continuous Hinge Manufacturers:

1. Pemko
2. Select
3. Roton
4. ABH
5. Markar
6. National Guard

## 2.4 LOCK CYLINDERS AND KEYING

A. General: The District will work with Best Lock to provide and implement the keying schedule and all requirements for this project. No locksets and cylinders will be ordered until the District meets and approves requirements for this project.

B. Equip locks with Best cylinders. Furnish only keyway as specified from Richland School District One Locksmith. Establish new GMK or MK as required for each Project, subject to the Owner's existing Best Key System. Furnish keyed alike or keyed different cylinders as directed.

C. Furnish ten (10) each temporary keyed cylinders, type as required to secure the project during the construction phase All temporary cylinders shall be returned to the Hardware Supplier upon installation of the Owner's permanent cylinders. Furnish ten [10] Construction Keys.

D. Equip locks with cylinders that comply with performance requirements for Grade 1 cylinders as listed in ANSI A1 56, and are UL-listed.

E. All Locksets and Cylinders shall be the products of one manufacturer.



F. Acceptable Manufacturers:

a. Best - Type as Specified in Hardware Sets.

G. Metals: Construct lock cylinder parts from brass/bronze, stainless steel or nickel silver.

H. Comply with Owner's instructions for masterkeying and, except as otherwise indicated, provide individual change key for each lock which is not designated to be keyed alike with a group of related locks.

I. Permanently inscribe each key with Key Schedule designation and change key number.

J. Key Material: Provide keys of nickel silver only.

K. Key Quantity: Furnish three (3) change keys for each cylinder, ten (10) Grand Master Keys ten (10) Master Keys as required by System.

L. All Permanent Keys and Cylinders shall be shipped from Best directly District.

## 2.6 LOCKS, LATCHES AND BOLTS

A. Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with curved lip extended to protect frame, finished to match hardware set.

B. Provide dust-proof strikes for foot bolts, except where special threshold construction provides non-recessed strike for bolt.

C. Provide roller type strikes where recommended by manufacturer of the latch and lock units.

D. Lock Throw: Provide 3/4" minimum throw of latchbolts and 1" throw of deadbolts. Comply with UL requirements for throw of bolts and latch bolts on rated fire openings.

E. Provide 3/4" minimum throw on other latch and deadlatch bolts.

F. All locksets and latchsets shall be mortise type: Best. Acceptable Functions:

G. Flush Bolt Heads: Minimum of 1/2" diameter rods of brass, bronze or stainless steel, with minimum 12" long rod for doors up to 7'-0" in height. Provide longer rods as necessary for doors exceeding 7'-0" in height.

## 2.7 PUSH/PULL UNITS

A. Exposed Fasteners: Provide manufacturer's standard thru-bolted exposed fasteners for installation.

## 2.8 CLOSERS AND DOOR CONTROL DEVICES

A Size of Units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit, depending upon size of door, exposure to weather and anticipated frequency of use.

B. Closers: All door closers shall be of one manufacturer to provide for proper installation and servicing after installation. All closers shall be inspected after installation by a factory representative to ensure proper adjustment and operation. A report shall be filed with the architect after said visit has been made. Closer shall carry a manufacturer's LIFETIME WARRANTY for hydraulic units and 2 year warranty for electrical and/or handicap power assist door closers against manufacturing defects and workmanship All closers shall be high strength cast iron with one-piece forged steel piston.

C. Parallel Arm Closers: Shall incorporate one-piece solid forged steel arms with bronze bushings. 1-9/16" x 1/2" steel stud shoulder bolts, shall be incorporated in regular arms, hold open arms, arms with stop built in, arms with hold open and stop built in. All other closers to have forged steel main arms for strength, and durability. Furnish Extra Duty Arms at all exterior door openings.

D. Built-In Stops: Where closers with built-in positive stops are used, the stops shall be of one piece cast malleable iron material with built in springs. Where required, the hold-open assembly handle for these stops shall rotate on ball bearings.

E. All door closers shall pass UL10C positive pressure fire test.

F. Non-sized: All exterior closers shall be non-sized to provide a full range of Size 1 to 5 closing power.

G.. Hydraulic Fluid: All closers, with the exception of interior electronic closers, shall utilize temperature stable fluid capable of withstanding temperature ranges of 120 degrees F. to -30F. without requiring seasonal adjustment of closer speed to properly close the door. Fluid shall be nonflammable.

H. All closers shall have a powder coat finish on closer body, arm, cover and adapter plate.

I. Provide all drop plates, shoe supports, templates, etc. to properly mount closers according to manufacturers' recommendations. Furnish drop plates, shoe supports, and spacers as required for Aluminum door/ frame applications.

J. All closers shall be the product of ONE manufacturer.

K. Acceptable Manufacturers:

a. Stanley as specified in Hardware Sets.

L. All closers shall be furnished as parallel arm type mounting, unless otherwise specified in the Hardware Sets. Unless required by Code, classroom doors shall not have door closers. Floor plan design shall include a intersecting wall for out- swing doors, or in-swing doors have intersecting wall for wall stop mounting at 90 degree, or the ability for door to swing 180 degree either direction.

## 2.9 EXIT DEVICES

A. General: All devices shall be of one manufacturer to provide for proper installation and servicing. Devices shall be furnished non-handed and capable of direct field conversion for all available trim functions. All devices shall carry a three year warranty against manufacturing defects and workmanship.

- B. Furnish all devices with stainless steel touch bars. Plastic parts are not acceptable.
- C. Furnish all exit devices with deadlocking latchbolts or guarded latch (GL) feature
- D. Furnish all exit devices with cast metal end caps.
- E. Furnish roller strikes with all exit devices.
- F. Outside Trim: Shall be heavy duty type and fastened by means of concealed welded lugs and thru-bolts from the inside. Trim shall be forged brass with a minimum average thickness on the escutcheon of .130. Plate with trim shall be brass with minimum average thickness of .090 and have forged pulls. Where Lever Handles are specified provide Break Away type trim.
- G. Furnish cylinders with all lockable exit devices.
- H. Furnish required filler plates and shim kits for flush mounting of exit devices on all doors requiring the same.
- I. Acceptable Manufacturers:
  - a. Precision, as specified in the Hardware Sets. Removable Mullions shall be keyed-removable. Specify Rim cylinder series required for mullion and exit device.
- K. Acceptable applications:
  - a. Exterior Single Doors: Rim mounted device x Exit only / Nightlatch( cyl x pull) / Dummy Pull, as specified.
  - b. Exterior Pairs: Rim mounted devices x keyed removable mullion x Exit only / Nightlatch (cyl x pull) / Dummy Pull, as specified.
  - c. Interior Single Doors: Rim mounted device x fire-rating as required x lever trim
  - d. Interior Pairs: Surface vertical rod series x fire-rating as required x less bottom rods x lever trim.
- L. Exit Devices shall be furnished with hex-key dogging feature, except at fire-label devices.

## 2.10 DOOR TRIM UNITS

- A. Fasteners: Provide manufacturer's standard exposed fasteners for door trim units (kick plates, edge trim, viewers, knockers, mail drops and similar units); either machine screws or self-tapping screws.
- B. Fabricate edge trim of stainless steel, not more than 1/2" nor less than 1/16" smaller in length than door dimension
- C. Fabricate protection plates (armor, kick or mop) not more than 2" less than door width on stop side and not more than 1" less than door width on pull side, x the height indicated (8" minimum / 12" maximum.)
- D. Metal Plates: Stainless steel, 050" (U.S. 18 ga.).

E. Kick plates shall be specified and furnished at all doors with closers (except Aluminum doors). Kick plates shall be specified and furnished (push-side) for all wood doors.

## 2.11 WEATHER STRIP / GASKETS

A. General: Except as otherwise indicated, provide continuous weatherstripping at each edge of every exterior door leaf, including those in unconditioned corridors and courtyards. Provide type, sizes and profiles shown or scheduled. Provide non-corrosive fasteners as recommended by manufacturer for application indicated.

B. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strip is easily replaceable and readily available from stocks maintained by manufacturer.

C. Weatherstrip shall be silicone bulb type applied with stainless steel fasteners, jamb mounted. NGP 700 AS or equal. Where door sweeps are specified for out-swing hollow metal doors, sweeps shall be surface mount x neoprene sweep. Gaskets for fire-label hollow metal doors shall be self-adhesive silicone bulb type, jamb mounted NGP 5050 or equal. Gaskets for fire-label Category A wood doors shall be Smoke Seal listed for door rating. Gaskets for fire-label Category B wood doors shall be self-adhesive Intumescent Fire Seal x Smoke Seal listed for door rating. All gaskets for fire label doors shall be UL10C classified.

D. Acceptable Manufacturers:

1. National Guard
2. Pemko
- 3- Reese

## 2.12 THRESHOLDS

A. General: Except as otherwise indicated provide standard aluminum threshold unit of type, size and profile as shown or scheduled.

B. Provide thresholds that are 1" wider than depth of frame. Thresholds shall be barrier free, 2" high maximum. Thresholds shall be specified and furnished with Return Closed Ends at all Entry Doors. At all other exterior doors (mechanical, storage, classrooms, locker rooms), thresholds shall be specified and furnished wider than door width for field notching. At exterior openings, thresholds shall be set in full bed of butyl-rubber or polyisobutylene mastic sealant complying with requirements in Division 7 "Thermal and Moisture Protection". Non-ferrous 1/4" fasteners and lead expansion shield anchors.

C. Acceptable Manufacturers:

1. National Guard
2. Pemko
3. Zero

## 2.13 DOOR SILENCERS

A. All hollow metal frames shall have gray resilient type silencers. Quantity (3) on single doors and quantity (2) on pair of doors.

## 2.14 DOOR STOPS

A. Unless otherwise required, wall stops shall be specified and furnished for all doors. Wall stops shall be cast, concave type x mounting as required for the wall. Where floor stops are specified at exterior openings the type shall be heavy duty as equal to Rockwood 471. Floor stops at interior doors shall be as equal to Rockwood 441/443 as required for door type.

B. Overhead stops shall be specified as surface mount, heavy duty for all exterior doors without a wall or floor stop specified, or where doors shall swing open back to back. Type shall be as equal to ABH 4400 or Glynn-Johnson 900 x stainless steel. Overhead stops and door closers shall be specified with the required templating or brackets as indicated by the overhead stop and closer manufacturer. Specify thru-bolt mounting. At Interior doors without a wall or floor stop specified, or where doors shall swing open back-to-back, specify surface mount overhead stop as equal to ABH 4400 series x 652 finish. Closet doors, or doors in non-student areas, requiring an overhead stop shall be specified as equal to ABH 4400 series.

## 3.0 INSTALLATION

A. Mount hardware units at heights indicated in "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by the Door and Hardware Institute, except as specifically indicated or required to comply with governing regulations, and except as may be otherwise directed by Architect.

B. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way, coordinate removal, storage and reinstallation or application of surface protections with finishing work specified in the Division-9 sections. Do not install surface-mounted items until finishes have been completed on the substrate.

a. Gaskets: install jamb-applied gaskets before door closers, overhead stops, rim strikes, etc. Install sweeps across bottoms of doors before astragals, trim astragals to tops of sweeps.

b. Locate floor stops not more than 4 inches from the wall.

c. Drill pilot holes for fasteners in wood doors and/or frames.

C. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

D. Drill and countersink units which are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.

E. Set thresholds for exterior doors in full bed of butyl-rubber or polyisobutylene mastic sealant.

## 3.2 ADJUST AND CLEAN

A. Adjust and check for proper operation and function of each operating item of hardware and each door, to ensure proper operation or function of every door opening. Replace units which

cannot be adjusted to operate freely and smoothly as intended for the application made. Clean adjacent surfaces soiled by hardware installation.

B. Inspection: The Hardware Supplier, the hardware installer, the General Contractor, and the Owner's representative shall conduct on inspection of the completed hardware installation after each phase of construction or installation. A written report of the inspection shall be prepared by the Hardware Supplier, and submitted to the General Contractor, the hardware Installer, the Owner, and to the Architect. This report shall be submitted within three days of the inspection. Any exceptions to the installation shall be noted, and a written response from the General Contractor and the Installer shall be submitted within three days of receipt of the inspection report. All repairs or replacements to the installation shall be performed within 14 days after the Installer's response to the Inspection Report

C. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make final check and adjustment of all hardware items in such space or area Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.

D. Instruct Owner's Personnel in proper adjustment and maintenance of hardware and hardware finishes, during the final adjustment of hardware.

E. Continued Maintenance Service: Approximately six months after the acceptance of hardware in each area, the Installer, accompanied by the representative[s] of the Finish Hardware manufacturers, shall return to the project and re-adjust every item of hardware to restore proper function of doors and hardware. Consult with and instruct Owner's personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials or installation of hardware units. Prepare a written report of any current or predictable problems (of substantial nature) in the performance of the hardware and furnish copy to Owners Agent / Representative.

3.3 HARDWARE SCHEDULE (see schedule following this section)

Heading # 1

Door # 100.1

Pair Doors	60 x 72	AL x AL	
2ea. Continuous Hinges	HD1100	AL	NGP
1ea. Exit Device	3R02103 x CA-03	630	PHI
1ea. Exit Device	3R02101 x EO	630	PHI
1ea. Mullion	822	628	PHI
1ea. Rim Cylinders	12E72	626	BE
1ea. Construction Cores	1CC7A2 GR		BE
2ea. Door Closers	CL4550CS x P45HD-110 x 112	689	STA
2ea. Door Pulls	1191-3	630	TRI
2ea. Lockdown Hdwe	LDH100-PHI	626	TRI
1ea. Threshold	896SA	AL	NGP

1ea.	Mullion Seal	5100N		NGP
1ea.	Weatherstrip	By Aluminum Frame Supplier		
2ea.	Door Bottoms	C699A	AL	NGP

Note! Entry Doors Dogged Down during business hours.

Heading # 2

Door # 100.2

Single Door		30 x 72		SCW x HM
3ea.	Butt Hinges	FBB179 4 ½ x 4 ½	626	STA
1ea.	Exit Device	3R02103 x CA-03	630	PHI
1ea.	Exit Device	3R02101 x EO	630	PHI
1ea.	Keypad Lockset	45HZ7DV 15KP	626	BE
1ea.	Construction Cores	1CC7A2 GR		BE
1ea.	Door Closers	CL4550CS	689	STA
1ea.	Kick Plate	K0050 10" x 34" x B4E x CSK	630	TRI
3ea.	Silencers	1229A		TRI

Note! Keypad lock to allow Authorized Personal to pass through by Keypad. Receptionist will need to get up to open Door for visitors. Electric Strike by Push Button optional.

Heading # 3

Door # 101.1, 101.3, 120.1, 120.2, 122.2, H102.1, H102.2

Single Door		30 x 72		SCW x HM
3ea.	Butt Hinges	FBB179 4 ½ x 4 ½	626	STA
1ea.	Lockset Office	45H7AB 15J	626	BE
1ea.	Construction Cores	1CC7A2 GR		BE
1ea.	Door Closers	CL4550 Std.	689	STA
1ea.	Kick Plate	K0050 10" x 34" x B4E x CSK	630	TRI
1ea.	Wall Stop	1270WX	630	TRI
3ea.	Silencers	1229A		TRI

Heading # 4

Door # 121.1, 124

Pair Doors		30 x 72		SCW x HM
3ea.	Butt Hinges	FBB179 4 ½ x 4 ½	626	STA
1ea.	Lockset Office	45H7AB 15J	626	BE

1ea.	Construction Cores	1CC7A2 GR		BE
1ea.	Door Closers	CL4550CS	689	STA
1ea.	Kick Plate	K0050 10" x 34" x B4E x CSK	630	TRI
3ea.	Silencers	1229A		TRI

Heading # 5

Door # 101A, 102, 103, 104, 105, 106, 107, 108, 109, 110, 119, 111,

Single Door		30 x 72	SCW x HM	
3ea.	Butt Hinges	F179 4 ½ x 4 ½	626	STA
1ea.	Lockset Office	45H7AB 15J	626	BE
1ea.	Construction Cores	1CC7A2 GR		BE
1ea.	Wall Stop	1270WX	630	TRI
3ea.	Silencers	1229A		TRI

Heading # 6

Door # H101, 122.3, 121.5, 122.4

Single Door		30 x 72	HM x HM	
1ea.	Exit Device	3R02103 x CA-03	630	PHI
1ea.	Exit Device	3R02101 x EO	630	PHI
1ea.	Continuous Hinges	HD1100	AL	NGP
1ea.	Keypad Lockset	45HZ7TV 15KP	626	BE
1ea.	Construction Cores	1CC7A2 GR		BE
1ea.	Door Closers	CL4550CS	689	STA
1ea.	Threshold	425E	AL	NGP
1ea.	Weatherstrip	700A 36" x 86"	AL	NGP
1ea.	Door Bottom	C699A	AL	NGP
1ea.	Rain Drip	16A	AL	NGP
1ea.	Kick Plate	K0050 10" x 34" x B4E x CSK	630	TRI
3ea.	Silencers	1229A		TRI

Note! Install Weatherstrip prior to mounting Door Closer

Heading # 6A

Door # 122.1

Single Door		60 x 72	HM x HM	
1ea.	Continuous Hinges	HD1100	AL	NGP
1ea.	Keypad Lockset	45HZ7TV 15KP	626	BE
1ea.	Construction Cores	1CC7A2 GR		BE
1ea.	Door Closers	CL4550CS	689	STA
1ea.	Threshold	425E	AL	NGP



1ea.	Weatherstrip	700A 36" x 86"	AL	NGP
1ea.	Door Bottom	C699A	AL	NGP
1ea.	Rain Drip	16A	AL	NGP
1ea.	Kick Plate	K0050 10" x 34" x B4E x CSK	630	TRI
3ea.	Silencers	1229A		TRI

Note! Install Weatherstrip prior to mounting Door Closer

Heading # 7

Door # 112

Single Door		30 x 72	SCW x HM	
3ea.	Butt Hinges	F179 4 ½ x 4 ½	626	STA
1ea.	Lockset Passage	45H0N 15J –	626	BE
1ea.	Wall Stop	1270WX	630	TRI
3ea.	Silencers	1229A		TRI

Heading # 8

Door # 115

Single Door		30 x 72	SCW x HM	
3ea.	Butt Hinges	FBB179 4 ½ x 4 ½	626	STA
1ea.	Lockset Privacy	45H0LB 15J x VIT	626	BE
1ea.	Door Closers	CL4550 Std. –	689	STA
1ea.	Kick Plate	K0050 10" x 34" x 4BE x CSK	630	TRI
1ea.	Mop Plate	KM050 4" x 35" x 4BE x CSK	630	TRI
1ea.	Wall Stop	1270WX	630	TRI
3ea.	Silencers	1229A		TRI

Heading # 9

Door # 113, 114, 121A, 118

Single Door		30 x 72	SCW x HM	
3ea.	Butt Hinges	FBB179 4 ½ x 4 ½	626	STA
1ea.	Lockset Storeroom	45H7D 15J	626	BE
1ea.	Construction Cores	1CC7A2 GR		BE
1ea.	Door Closers	CL4550CS –	689	STA
1ea.	Kick Plate	K0050 10" x 34" x 4BE x CSK	630	TRI
3ea.	Silencers	1229A		TRI

Heading # 10

Door # 116, 117A,

Single Door	30 x 72	SCW x HM	
3ea. Butt Hinges	FBB179 4 ½ x 4 ½	626	STA
1ea. Lockset Passage	45H0N 15J –	626	BE
1ea. Door Closers	CL4550 Std. –	689	STA
1ea. Kick Plate	K0050 10" x 34" x 4BE x CSK	630	TRI
1ea. Mop Plate	KM050 4" x 35" x 4BE x CSK	630	TRI
1ea. Wall Stop	1270WX	630	TRI
3ea. Silencers	1229A		TRI

Heading # 11

Door # 125

Single Door	30 x72	SCWD x HM	
3ea. Butt Hinges	F179 4 ½ x 4 ½	626	STA
1ea. Lockset Storeroom	45H7AB 15J	626	BE
1ea. Construction Cores	1CC7A2 GR		BE
1ea. Overhead Stop	4400	630	ABH
1ea. Wall Stop	1270WX	630	TRI
3ea. Silencers	1229A		TRI

Heading # 12

Door # 121.2, 121.3, 121.4, 122.2

Steel Roll Up

1ea. Padlock	41B7 22L M1 –		BE
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Heading # 13

Door # 121A

3ea.	Butt Hinges	FBB179 4 ½ x 4 ½	626	STA
1ea.	Lockset Storeroom	45H7D 15J	626	BE
1ea.	Construction Cores	1CC7A2 GR		BE
1ea.	Door Closers	CL4550 Std.	689	STA
1ea.	Kick Plate	K0050 10" x 34" x 4BE x CSK	630	TRI
1ea.	Wall Stop	1270WX	630	TRI
3ea.	Silencers	1229A		TRI

**ABBREVIATIONS:**

BE	Best Access Solutions
ABH.....	Architectural Builders Hardware
NGP	National Guard Products
PHI	Precision
STA	Stanley
TRI	Trimco

**FINISHES:**

630	Stainless Steel
626	Satin Chrome
AL	Aluminum

END OF SECTION 08 7100

## 1.0 GENERAL

### 1.1 DESCRIPTION OF WORK:

- A. Provide all labor, materials and equipment necessary for the complete installation of all casework shown on drawings specified herein.
- B. This work includes all modular units in increments of 1" in width. Special, custom and modified units may be furnished as an option.
- C. Work Not Included: Rubber or vinyl base, general millwork, floors or ceilings required for reinforcement and support, sinks and fittings, and electrical work.
- D. All casework manufacturers shall be required to meet all requirements of these specifications.

### 1.2 RELATED SECTIONS

- A. Millwork, trim, and custom cabinetry: Division 6.
- B. Millwork, trim, and custom cabinetry: Division 6.
- C. Locks master keyed to room doors: Division 8.
- D. Glass: Division 8.
- E. Base molding: Division 9.
- F. Appliances: Division 11.
- G. Sinks and service fixtures, service waste lines, connections, and vents: Division 22.
- H. Electrical service fixtures: Division 26.

### 1.3 DEFINITIONS:

- A. Identification of casework components and related products by surface visibility.
  - 1. Open Interiors: Any open storage unit without solid door or drawer fronts, units with full glass insert doors and/or acrylic doors, and units with sliding solid doors.
  - 2. Closed Interiors: Any closed storage unit behind solid door or drawer fronts.
  - 3. Exposed Ends: Any storage unit exterior side surface that is visible after installation.
  - 4. Other Exposed Surfaces: Faces of doors and drawers when closed, and tops of cabinets less than 72 inches above furnished floor.
  - 5. Semi-Exposed Surfaces: Interior surfaces which are visible, bottoms of wall cabinets and tops of cabinets 72 inches or more above finished floor.

6. Concealed Surfaces: Any surface not visible after installation.

1.4 SUBMITTALS:

A. The casework manufacturer shall furnish shop drawings on manufacturer's title block giving all details and sizes, including methods of attachment and anything pertinent to the installation work, as soon as possible after the award of the Contract. He shall include full specification requirements, including color samples of all finishes for the Architect's selection.

Indicate dimensions, description of materials and finishes, general construction, specific modifications, component connections, anchorage methods, hardware, and installation procedures, plus the following specific requirements.

1. Include section drawings of typical and special casework, work surfaces and accessories.
2. Indicate locations of plumbing and electrical service field connection by others.
3. Provide one set of shop drawings which includes all products within this section, engineered and built by a single source manufacturer, with seamless coordination amongst all products.

B. Component samples: Two sets of samples for each of the following:

1. Decorative laminate color charts / 3mm PVC and ABS edgings, provide with submittal.

C. The casework manufacturer and supplier shall keep aware of the progress of the project and shall make sure that shop drawings are furnished in adequate time so that the casework covered thereby can be fabricated and delivered in accordance with the scheduled completion.

D. The manufacturer and/or supplier shall be responsible for making field measurements to insure proper fit of all casework items. Shop drawings shall be based on actual field measurements.

E. All manufacturers shall submit for approval, prior to submitting show drawings, full size cabinet sample(s), showing all requirements of these specifications. After approval of sample(s), the manufacturer can then proceed to submit shop drawings for approval. Shop drawings shall be complete in all details. Submittals received without mock-up approval by architect will be not be accepted.

F. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.5 QUALITY ASSURANCE:

A. Manufacturer: Minimum of 5 years experience in providing manufactured casework systems for similar types of projects, produce evidence of financial stability, bonding capacity, and adequate facilities and personnel required to perform on this project.

- B. Manufacturer: Provide products certified as meeting or exceeding ANSI-A 161.1-2000 testing standards.
  - C. Single Source Manufacturer: Casework, countertops and architectural millwork products must all be engineered and built by a single source manufacturer in order to ensure consistency and quality for these related products. Splitting casework, countertops and/or architectural millwork between multiple manufacturers will not be permitted.
  - D. Fabricator Qualifications: Certified participant in AWI's Quality Certification Program.
  - E. Installer Qualifications: Fabricator of products Certified participant in AWI's Quality Certification Program.
- 1.6 PROJECT CONDITIONS:
- A. Casework shall not be delivered to project site until dry and heated storage space is provided. The casework specified under this section is pre-finished, and precaution must be taken to protect it against damage during installation and until final acceptance.
  - B. The casework contractor shall verify climatic conditions, in areas where casework is to be stored and/or placed, and note any discrepancies to the general contractor with copies to the architect prior to shipment.
  - C. Contractor shall be responsible for all quantities as shown on casework layouts on drawings.
  - D. Environmental Requirements: Do not install casework until permanent HVAC systems are operating and temperature and humidity have been stabilized for at least 1 week.
    - a. Manufacturer/Supplier shall advise Contractor of temperature and humidity requirements for architectural casework installation areas.
    - b. After installation, control temperature and humidity to maintain relative humidity between 25 percent and 55 percent.
  - E. Conditions: Do not install casework until interior concrete work, masonry, plastering and other wet operations are complete.
- 1.7 WARRANTY:
- A. All materials and workmanship covered by this section will carry a five (5) year warranty from date of Substantial Completion.
- 1.8 MANUFACTURERS: Shall be a certified participant in AWI's Quality Certification Program.
- 2.0 PRODUCTS
- 2.1 ACCEPTABLE MANUFACTURERS: *\* SUBSTITUTIONS MAY BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO BID DUE DATE.*
- A. Manufacturer's acceptable upon compliance with the contract documents are:
    - 1. TMI Systems – Dickerson, North Dakota

2. Case Systems Inc, Midland MI
3. Stevens Industries, Inc – Teutopolis, Illinois

## 2.2 WORKMANSHIP - GENERAL:

- A. All exposed exterior vertical surfaces finished with high pressure plastic laminate, unless otherwise indicated.
- B. All parts machined for accurate fit and assembled with hardwood dowels and adhesives to result in true, square, level and plumb units.
- C. Verify dimensions of other trades to be built into casework prior to fabrication.
- D. End panels shall be doweled to receive bottom and top. Back panel shall be fully housed into cabinet sides, top and bottom to insure rigidity and a fully closed cabinet.
- E. Drawer bottom shall be fully housed into sides, back, and subfront or undermount. Sides of drawer shall be doweled to receive drawer back, locked in fully to subfront, fastened with glue and mechanical fasteners.
- F. Rear of cabinet back, wall, and base joints shall receive a continuous bead of hot melt adhesive to add to unit body strength and develop moisture seal.
- G. Scribe all tops and backsplashes to walls and other adjoining vertical surfaces.
- H. There shall be a maximum scribe width of 1-1/2" at all cabinets abutting walls unless shown otherwise.

## 2.3 MATERIALS:

- A. Laminated Plastics/Finishes:
  1. High pressure plastic laminate, GP-50, for exterior horizontal cabinet surfaces shall meet NEMA standards.
  2. High pressure plastic laminate, GP-28, for exterior vertical cabinet surfaces shall meet NEMA standards.
  3. Color Selection Available:
    - a. Textured finish vertical surface grade from Wilsonart or Nevamar's standard stock colors consisting of both wood grain patterns and solid colors.
    - b. Cabinet faces to be one color unless noted otherwise on plans. Finish end panels will be same color as cabinet face from standard color selection.
    - c. Direction of wood grain to be vertical on door, end panels and exposed backs; horizontal on drawer faces, aprons and top rails.
  4. Plastic Laminate Balancing Sheet: Selected from manufacturer's standard color line, CL-20 cabinet liner with textured surface to meet NEMA standards shall be used to balance door and drawer face and finished end face.

5. Counter Top High Pressure Plastic Laminate:
  - a. High pressure plastic laminate, satin, or textured finish .050 thickness. Color as selected from manufacturer's standard price group patterns and solid colors. Color as selected from manufacturer's premium price group patterns and solid colors.
  - b. Heavy gauge neutral colored backing sheet for balanced construction.
6. Solid Surface Counter Tops: Used where specified in drawings.  
Manufacturers/Type:
  - a. Corian, "Solid Surface", pattern & color to be selected by Architect.
  - b. Wilsonart, "Solid Surface", pattern & color to be selected by Architect.
  - c. Formica, "Solid Surface", pattern & color to be selected by Architect.
7. Melamine Thermoset Decorative Panels:
  - a. Thermally fused melamine TFM laminate, NEMA Test LD 3-2005. (TFM allowed on casework interiors only, as specified below. Utilization of TFM on any exterior casework surfaces, including door and drawer faces and finished ends, will not be permitted.)
  - b. Colored melamine laminate for semi-exposed cabinet interiors behind doors and drawers selected from manufacturer's standard color line.
- B. Core Materials:
  1. Particleboard up to 7/8 inch thick: Industrial Grade average 45-pound density particleboard, ANSI A 208.1-2009, M-2 requirements.
  2. Particleboard 1 inch thick and thicker: Industrial Grade average 45-pound density particle-board, ANSI A 208.1-2009, M-2 requirements.
  3. Medium Density Fiberboard 1/4 inch thick: Average 54-pound density grade, ANSI A208.2-2009 requirements.
  4. MR Moisture Resistant Particleboard: Average 45-pound density particleboard, ANSI A208.1 1-2009, M-2 requirements. *(for use in all Out-Building casework)*
- C. Edging:
  1. Solid, high impact, purified, color-thru, acid resistant, PVC edging machine applied with hot melt adhesives, automatically trimmed for uniform appearance.
  2. 3mm PVC banding, machine applied and machine profiled to 1/8 inch radius for counter tops and all edges (cabinet body and shelf edges, door/drawer front edges). Provide the 3mm system at all exposed penetrations through top, sides, or fronts of cabinets or where exposed to view.
  3. Outside edges of counters shall be eased with a 1/2" radius.
  4. Edging shall be by: Woodtape, Canplast, Wilsonart or approved equal, using standard match solids, woodgrains and patterned edge colors as selected by the architect.
- D. Hardware:



1. Hinges:
    - a. Heavy Duty, five knuckle 2 3/4" institutional type hinge: Hospital tip, tight pin feature with all edges eased. Hinge to be wrap-around type tempered steel, .095 inch thick. Each hinge to have nine screws, two 5mm x 13mm and seven #7, 5/8" FHWS to assure positive door attachment.
    - b. Two hinges per door to 36" in height. Three hinges per door to 70" in height and 4 hinges per door to 94" in height. Hinge to accommodate 13/16" thick plastic laminate door.
    - c. Finish to be nickel plated.
    - d. Other fully concealed hinges with lifetime warranty are available upon request.
  2. Pulls: Should metal, wire type 4" long mounted with two (2) screws fastened from back. Pulls shall be chrome colored powder coated with color as approved by architect. Provide two (2) pulls for drawers over 24" wide. Other ADA compliant pull options may be acceptable when selected from manufacturer's standards of same price line as the specified 4" pull.
  3. Drawer Slides: Regular, kneespace and pencil: 100-pound load rated epoxy coated steel, bottom corner mounted with smooth and quiet nylon rollers. Positive stop both directions with self-closing feature. Paper storage, 150-pound load rated epoxy coated steel slides.
  4. Adjustable Shelf Supports: Injection molded transparent polycarbonate friction fit into cabinet end panels and vertical dividers, adjustable on 32mm centers. Each shelf support has 2 integral support pins, 5mm diameter, to interface pre-drilled holes, and to prevent accidental rotation of support. The support automatically adapts to 3/4 inch or 1 inch thick shelving and provides non-tip feature for shelving. Supports may be field fixed if desired. Structural load to 1200 pounds (300 pounds per support) without failure.
  5. Wardrobe Rod: To be 1 - 1/16 inch diameter, 14 gauge, chrome steel rod supported by chrome flanges.
  6. Sliding Door Track: Anodized aluminum double channel. Continuous top and bottom.
  7. File Suspension System: Extruded molding integral with top of drawer box sides to accept standard hanging file folders.
  8. Locks (**LOCKS –ALL KEYED ALIKE - ARE TO BE PROVIDED ON ALL CABINETS AND DRAWERS IN WORK ROOM 112**):
    - a. Removable core, disc tumbler, cam style lock with strike. Lock for sliding 3/4 inch thick doors is a disc type plunger lock, sliding door type with strike. Lock for sliding glass/acrylic doors is a ratchet type sliding showcase lock.
    - b. For multi-drawer pedestals and lateral files provide gang locks in top drawer of pedestal.
    - c. Elbow catch or chain bolt used to secure inactive door on all locked cabinets.
- E. Specialty Items:
1. Grommets:

- a. For Cable Passage through Countertops: 2-inch (51-mm) OD minimum, color as selected by architect from manufacturer's standard colors, molded-plastic grommets and matching plastic caps with slot for wire passage.
  2. Support Members:
    - a. Countertop support brackets: Epoxy powder coated, 11 gauge steel with integral cleat mount opening and wire management opening.
    - b. Undercounter support frames: Epoxy powder coated.
    - c. Legs: Epoxy powder coated.
- 2.4 FABRICATION (Detailed Requirements for Cabinet Construction):
1. Sub Base:
    - a. Cabinet Sub-Base: To be separate and continuous (no cabinet body sides-to-floor), semi-concealed fastening to cabinet bottom. Ladder-type construction in front, back and intermediates to form a secure and level platform to which cabinets attach. 3/4" pressure treated plywood.
  2. Cabinet Top and Bottom - Wall and Base:
    - a. Base cabinet bottoms to be selected from manufacturer's standard color line of melamine laminated particle board two sides, 3/4" thick.
    - b. Solid sub-top to be 3/4" melamine for all base cabinets.
    - c. Exterior exposed wall cabinet bottoms to be CP28 High Pressure Laminate on both sides.
  3. Cabinet Ends:
    - a. To be selected from manufacturer's standard color line of melamine laminate particle board both sides, 3/4" thick. Holes drilled for adjustable shelves 1-1/4" on center.
    - b. Exposed exterior cabinet ends to be laminated and opposite side laminated with CL-20 cabinet liner.
  4. Fixed and Adjustable Shelves:
    - a. To be selected from manufacturer's standard color line of melamine laminate particle board two sides. Leading exposed edge of shelves to be edged with Flat Edge PVC color as selected by the architect.
    - b. Thickness: 3/4" standard shelving 30 inches and less
    - c. Thickness: 1" for 30" to 36". No shelves/cabinets are to exceed 36".
    - d. Stack shelving to be 1" thick.
  5. Cabinet Backs:
    - a. Standard cabinet back to be 1/2" thick. To be selected from manufacturer's standard color line of melamine for use on all cabinets with or without doors. Unexposed wall side of back to receive a continuous bead of elastic hot melt adhesive at joint between back and sides/top/bottom for sealing against moisture and further contribute to case rigidity.
    - b. Exposed exterior backs to be 3/4" particle board faced with high pressure plastic laminate.
  6. Doors and Drawer Fronts:
    - a. Plastic Laminate doors and drawer fronts to be 13/16" thick for all hinged and sliding doors. Core material to be 3/4" thick, 47 lb. density particle board bonded

- on exterior with high pressure laminate and with colored CL-20 Cabinet Liner on interior face. Drawer fronts and hinged doors are to overlay the cabinet body. Maintain a maximum 1/8" reveal between pairs of doors, between doors and drawer front, or between multiple drawer fronts within the cabinet.
- b. Top edge banded with 3mm PVC.
7. Drawers:
- Drawer fronts shall be applied to separate drawer body component sub-fronts.
  - Sides, back & sub front of drawers to be minimum 1/2" thick particle board (225lb edge screw hold and 247 lbs face screw hold properties), laminated with TFM Thermally Fused Melamine doweled and glued into sides. Top edge banded with 3mm PVC.
  - Exposed top edge to be Flat Edge PVC, white in color.
  - Drawer bottom to be minimum 1/2 inch thick particleboard (225lb edge screw hold and 247 lbs face screw hold properties), laminated with TFM Thermally Fused Melamine, screwed directly to the bottom edges of drawer box.
  - Drawer sides shall be doweled to receive front and back, machine squared and held under pressure while glued and pinned together.
  - Drawer bottom to be white color melamine laminate, 1/4" thick, housed and glued into front, sides and back. Underside of drawer to receive continuous bead of hot melt adhesive at joint between bottom, sides, front and back for sealing and rigidity.
  - All drawers shall have roller guides as specified.
8. Door / Drawer Spreaders: Provide a minimum 3/4" x 4-1/2" x full width white finished cabinet body spreaders immediately behind all door/drawer and multiple drawer horizontal joints to maintain exact body dimensions, and close off reveal. Front edge to be Flat Edge PVC.
9. High Pressure Decorative Plastic Laminate Counter Tops:
- High pressure decorative HGS/HGP plastic laminate bonded to 1-1/8" thick particle board core, except entire counter top where sink occurs shall be 3/4" thick exterior grade plywood with built-up edge. Furnish counter tops in design as shown on drawings. Provide continuous tops for counter type cabinets fixed in a line.
  - Edge Treatment: 3-mm PVC edging.
  - Backer Sheet: Provide plastic-laminate backer sheet, NEMA LD 3, Grade BKL, on underside of countertop substrate.
  - Paper Backing: Provide paper backing on underside of countertop substrate.
  - Ease outside corners with a 1/2" radius.
10. Solid Surface Counter Tops: Used where specified in drawings.  
Manufacturers/Type:
- Corian, "Solid Surface", pattern & color to be selected by Architect.
  - Wilsonart, "Solid Surface", pattern & color to be selected by Architect.
  - Formica, "Solid Surface", pattern & color to be selected by Architect.
11. Quartz Surface Counter Tops: Used where specified in drawings.  
Manufacturers/Type:
- Corian, "Zodiaq Quartz", pattern & color to be selected by Architect.
  - Wilsonart, "Quartz", pattern & color to be selected by Architect.
  - Cambria, "Quartz", pattern & color to be selected by Architect.

12. Miscellaneous Shelving (Exposed/not in Cabinets):
  - a. Core material: 1 inch thick particleboard.
  - b. High-pressure decorative VGS laminate on both faces.
  - c. Edges: 3mm PVC, external edges and outside corners machine profiled to 1/8 inch radius.

### 3.0 EXECUTION

#### 3.1 INSPECTION:

- A. The casework contractor must examine the job site and the conditions under which the work under this section is to be performed, and notify the building owner in writing of unsatisfactory conditions. Do not proceed with work under this Section until satisfactory conditions have been corrected in a manner acceptable to the installer.

#### 3.2 COORDINATION:

- A. Coordinate work of this section
- B. Verify site dimensions of cabinet locations in building prior to fabrication.

#### 3.3 INSTALLATION:

- A. Erect casework, plumb, level, true and straight with no distortions. Shim as required. Where laminate clad casework abuts other finished work, scribe and cut to accurate fit.
- B. Adjust casework and hardware so that doors and drawers operate smoothly without warp or bind.
- C. Repair minor damage per plastic laminate manufacturer's recommendations.
- D. Shop drawings and installation instructions furnished by the manufacturer shall be strictly adhered to. Mechanics making the installation shall be experienced in this type work and capable of the highest quality of workmanship.
- E. Counter tops shall be installed flush against the wall. Provide clear silicon sealant where cabinet meets backsplash, at sinks and where required for sanitation. Provide paintable latex caulking at tops of backsplash, and around ends of counter tops where they meet wall surfaces. Verify colors of paintable caulking with the architect.
- F. The Contractor for the work of this section shall cut all openings in counter tops for sinks or other items required. Cut to size from template furnished by supplier of sinks or use sinks on job.
- G. The Installer of the cabinet work shall make use of filler stations and scribe panels to fit cabinet work into specific dimensions.
- H. Exposed fasteners are not acceptable. Ant exposed fasteners shall be stainless steel.

#### 3.4 FIELD QUALITY CONTROL:

- A. All defective workmanship or damaged components shall be corrected, repaired or replaced, as requested by the Architect, without further cost to the Owner.
  - B. General Contractor is responsible for protection of casework from damage to other trades upon completion of installation by casework supplier.
- 3.5 ADJUSTMENT:
- A. Provide all door bumpers, drawer slides, etc., after installation to provide proper operation.
- 3.6 CLEANING:
- A. Exposed surfaces, edges and cabinet interiors shall be cleaned and all construction and installation marks removed prior to acceptance by Owner.
  - B. Supplier of this equipment shall be responsible for the immediate removal and disposal of all trash, crating, etc.

END OF SECTION

## PART 1 - GENERAL

### 1.01 SECTION INCLUDES

- A. Solid surfacing countertops.
- B. Solid surfacing millwork and window sills.
- C. Adhesives and sealants.

### 1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Submittals.
- B. Section 01 7700 - Closeout Submittals.
- C. Section 05 5000 - Metal Fabrications.
- D. Section 06 1000 - Rough Carpentry.
- E. Section 06 2000 - Finish Carpentry Millwork
- F. Division 22 - Plumbing Sections.

### 1.03 REFERENCES

- A. Reference Standards:
  - 1. ASTM C 834: Standard Specification for Latex Sealants.
  - 2. ASTM C 920: Standard Specification for Elastomeric Joint Sealants.
  - 3. ASTM D 256: Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics.
  - 4. ASTM D 570: Standard Test Method for Water Absorption of Plastics.
  - 5. ASTM D 638: Standard Test Method for Tensile Properties of Plastics
  - 6. ASTM D 696: Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between -30°C and 30°C with a Vitreous Silica Dilatometer.
  - 7. ASTM D 790: Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
  - 8. ASTM D 792: Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
  - 9. ASTM D 2583: Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor.
  - 10. ASTM E 84: Standard Test Method for Surface Burning Characteristics of Building Materials.
  - 11. ASTM G 21: Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
  - 12. ASTM G 22: Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Bacteria.
  - 13. ASTM G 155: Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials.
  - 14. SCAQMD Rule 1168: Adhesive and Sealant Applications.

### 1.04 SUBMITTALS

- A. Submit under provisions of Section 01 3000 - Submittals.
- B. Product Data:
  - 1. Submit product data for each specified product. Include manufacturer's technical data sheets and published instruction instructions.
  - 2. Submit Material Safety Data Sheets (MSDS) for adhesives and sealants.

- C. Sustainable Design Submittals:
  - 1. Product Data: For adhesives, indicating VOC content.
  - 2. Laboratory Test Reports: For adhesives, indicating compliance with requirements for low-emitting materials.
- D. Shop Drawings:
  - 1. Submit fully dimensioned shop drawings showing countertop and window sill layouts, joinery, terminating conditions, substrate construction, cutouts and holes. Show plumbing installation provisions. Include elevations, section details, and large scale details.
- E. Samples:
  - 1. Submit selection and verification samples for each color, pattern, and finish required.
- F. Quality Assurance Submittals:
  - 1. Test Reports: Submit certified test reports showing compliance with specified performance characteristics and physical properties, if required.
  - 2. Warranty: Specimen copy of specified warranty.
- G. Maintenance Data: Submit manufacturer's published maintenance manual with closeout submittals.

#### 1.05 REGULATORY REQUIREMENTS

- A. Accessibility Requirements: Comply with the U.S. Architectural & Transportation Barriers Compliance Board ADA-ABA Accessibility Guidelines for Buildings and Facilities.
- B. Adhesives, Sealants, and Sealant Primers:
  - 1. SCAQMD (South Coast Air Quality Management District) Rule 1168.

#### 1.06 QUALITY ASSURANCE

- A. Qualifications:
  - 1. Fabricator Qualifications: Minimum of three years documented experience in fabricating solid surfacing countertops similar in scope and complexity to this Project. Currently certified by the manufacturer as an acceptable fabricator.
  - 2. Installer Qualifications: Minimum of three years documented installation experience for projects similar in scope and complexity to this Project (provide list of projects and photographs of end product), and currently certified by the manufacturer as an acceptable installer.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver counter tops and sills in protective wrappings.
- B. Storage and Protection: Store materials protected from exposure to harmful weather conditions, at temperature and humidity conditions recommended by manufacturer. Store sheet materials flat on pallets or similar rack-type storage to preclude damage.

#### 1.08 PROJECT CONDITIONS

- A. Field Measurements: Verify actual measurements and openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays. Coordinate locations of outlet for power/data/communication with General Contractor, all other concerned trades, and Architect.
- B. Adhesive: Acclimatize adhesives to occupancy room temperatures with maximum temperature not to exceed 75 deg F.

1.09 WARRANTY

- A. Manufacturer's Limited Warranty: Provide manufacturer's standard 10 Year Commercial Limited Warranty against defects in solid surface sheet materials.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Basis of Design: Wilsonart LLC.

2.02 SOLID SURFACE SHEET MATERIAL

- A. Acceptable Product: "Wilsonart Solid Surface."
- B. Composition: Acrylic resins, fire-retardant mineral fillers, and proprietary coloring agents. Through-the-body color for full thickness of sheet material.
- C. Material Thickness: 1/2 inch, nominal.
- D. Conformance Standards:
  - 1. UL 2818:
    - a. GREENGUARD - Emission levels in UL 2818, Section 7.1 are applicable for furniture products.
- E. Physical Characteristics:
  - 1. Tensile Strength: [6800 psi]; ASTM D 638.
  - 2. Tensile Modulus: [ $1.5 \times 10^6$  psi]; ASTM D 638.
  - 3. Tensile Elongation: 0.4 percent minimum; ASTM D 638.
  - 4. Flexural Strength: [10,400 psi]; ASTM D 790.
  - 5. Flexural Modulus: [ $1.73 \times 10^6$  psi]; ASTM D 790.
  - 6. Thermal Expansion Coefficient:  $1.37 \times 10^{-5}$  in./in. $^{\circ}$ F; ASTM D 696.
  - 7. Hardness (Barcol Impressor): 60; ASTM D 2583.
  - 8. Impact Resistance: [144 in.] drop with no fracture; NEMA LD-3, Method 3.8.
  - 9. Izod Impact: 0.28 (ft-lb.)/in.; ASTM D 256, Method A.
  - 10. Light Resistance - Xenon: No effect; NEMA LD-3, Method 3.3.
  - 11. Stain Resistance: Pass; ANSI Z 124.3, modified.
  - 12. Wear and Cleanability: Pass; ANSI Z 124.3.
  - 13. Fungi Resistance: Pass; ASTM G 21.
  - 14. Bacterial Resistance: Pass; ASTM G 22.
  - 15. Boiling Water Resistance: No effect; NEMA LD-3, Method 3.5.
  - 16. High Temperature Resistance: No effect; NEMA LD-3, Method 3.6.
  - 17. Weatherability: Delta E less than 5; ASTM G 155.
  - 18. Moisture Absorption: Less than 0.25 percent; ASTM D 570, long term.
  - 19. Specific Gravity: [ $1.7 \text{ gram/cm}^3$ ]; ASTM D 792.
  - 20. Weight: [4.4 lb./ft $^2$ ].
  - 21. Surface Burning Characteristics: Class I and Class A; ASTM E 84.
- F. Color, Pattern, and Finish Design: Selected by Architect from manufacturer's standard offerings.
- G. Edge Detail: Selected from manufacturer's standard offerings.

2.03 QUARTZ SURFACING SHEET MATERIAL: This material is used in the Serving D105.K Serving Line.

- A. Acceptable Product: "Wilsonart Quartz."
- B. Composition: 93 percent quartz aggregate combined with polyester resin binders and proprietary pigments that are fabricated into slabs using vacuum vibrocompaction technology.



- C. Material Thickness: Product Type 062 - 0.79 inch (2 cm), nominal.
- C. Conformance Standards:
  - 1. NSF/ANSI Standard 51. 2. UL 2818:
    - a. GREENGUARD - Emission levels in UL 2818, Section 7.1 are applicable for furniture products.
    - b. GREENGUARD Gold - Emission levels in UL 2818, Section 7.2 are applicable for building materials, finishes, and furnishings.
- E. Physical Characteristics:
  - 1. Flexural Strength: Greater than 4,500 psi; ASTM D 790.
  - 2. Flexural Strain: Less than 0.375 percent; ASTM D 790.
  - 3. Flexural Modulus: Greater than 3.75 MPsi; ASTM D 790.
  - 4. Stain Resistance (24 Hour): No effect to moderate effect; NEMA LD-3.
  - 5. Abrasion Resistance: Greater than 100 in.-lbs.; ASTM C 501.
  - 6. Density: Greater than 2.1 g/cm<sup>3</sup>; ASTM C 97.
  - 7. Compressive Strength (One Axis - Dry): Greater than 20,000 psi; ASTM C 170.
  - 8. Moisture Absorption: Maximum 0.022 percent; ASTM C 97.
- J. Quartz Finish: Polished finish with Glossometer reading greater than 45.
- F. Color, Pattern, and Finish Design: Selected from manufacturer's standard offerings.
- G. Edge Detail: Selected from manufacturer's standard offerings.

#### 2.04 ACCESSORY MATERIALS

- A. Joint Adhesive: Product recommended by quartz agglomerate manufacturer. Color complementary to solid surfacing sheet material. Adhesives shall have a VOC content of 70 g/L or less.
  - 1. Product: "Wilsonart Hard Surface Adhesive."
- B. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers." The building concentration of formaldehyde shall not exceed half of the indoor recommended exposure limit, or 33 mcg/cu. m, and that of acetaldehyde shall not exceed 9 mcg/cu. m.
- C. Elastomeric Sealant: Mildew-resistant silicone sealant for filling gaps between countertops and terminating substrates in wet environment applications. Complies with ASTM C 920, Type S (single component), Grade NS (nonsag).
  - 1. Product: Acceptable to countertop manufacturer.
  - 2. Color: Complementary to solid surfacing color
- D. Siliconized Acrylic Sealant: Siliconized acrylic latex sealant. For general applications to fill gaps between countertops and at terminating substrates. Complies with ASTM C 834, Type OP, Grade NF, and SCAQMD Rule 1168.
  - 1. Product: "Wilsonart Color Matched Caulk".
  - 2. Color: Complementary to solid surfacing color
- E. Construction Adhesive: Countertop manufacturer's recommended silicone-based construction adhesive for backsplashes, endsplashes, and other applications according to manufacturer's published fabrication instructions.

#### 2.05 FABRICATION

- A. Fabricate components in shop, to greatest extent practicable, in sizes and shapes indicated according to approved shop drawings and Wilsonart published fabrication requirements.
- B. Form joint seams between solid surfacing components with specified seam adhesive. Completed joints inconspicuous in appearance and without voids. Provide joint reinforced if required by manufacturer for particular installation conditions.
- C. Provide holes and cutouts indicated on approved shop drawings. Rout cutouts and complete by sanding all edges smooth.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Examine substrates and conditions that could adversely affect the work of this Section.
- B. Substrates must be sound, flat, smooth, and free from dust or other surface contaminants.
- C. Commencement of work will constitute acceptance of substrates and conditions to receive the work.

#### 3.02 COUNTERTOP INSTALLATION

- A. Install solid surfacing components plumb, level, and true according to approved shop drawings and manufacturer's published installation instructions. Use woodworking and specialized fabrication tools acceptable to manufacturer.
- B. Form joint seams with specified seam adhesive. Seams to be inconspicuous in completed work. Seams in locations shown on approved shop drawings and acceptable to manufacturer. Promptly remove excess adhesive.
- C. Provide minimum 1/2 inch radius for countertop inside corners.
- D. Fill gaps between countertop and terminating substrates with specified silicone sealant.
- E. Rout sink cutouts to manufacturer's template. Adhere solid surface cast sink units to countertops with specified adhesive.
- F. Install backsplashes and endsplashes where indicated on Drawings. Adhere to countertops with specified construction adhesive.
- G. Vanities: Secure front panels to solid substrate with specified construction adhesive. Maintain 1/16 inch gap between fixed and removable panels.
  - 1. ADA Vanities: Angled front panel to permit wheelchair access to comply with referenced accessibility standard.

#### 3.03 WINDOW SILL INSTALLATION

- A. Install window sills for full length of each window unit, securing to substrates with concealed fasteners and specified adhesive.
- B. Provide minimum 1/8" expansion gap on both sides of window sills. Fill gap with specified joint sealant.
- C. Completed work to be plumb, level, and true, with edges eased and sanded smooth.

#### 3.04 REPAIRS

- A. If permissible to Architect, minor surface marring for solid surfacing components may be repaired according to manufacturer's published installation instructions.
- B. Remove and replace solid surfacing components that are damaged and cannot be satisfactorily repaired.

#### 3.05 CLEANING AND PROTECTION

- A. Clean solid surfacing components according to manufacturer's published maintenance instructions. Completely remove excess adhesives and sealants from finished surfaces.
- B. Protect completed work from damage during remainder of construction period.

END OF SECTION 12 3661

#### IV. INFORMATION FOR OFFERORS TO SUBMIT

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015):** You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

#### **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> [04-4015-3]

**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."

**QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):** Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation.

**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.

## VI. AWARD CRITERIA

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

**AWARD TO ONE OFFEROR (JAN 2006)** Award will be made to one Offeror. [06-6040-1]

## 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 reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN,

contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

**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.

**CHOICE-OF-LAW (JAN 2006):** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (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.

**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.

**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.

**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.

**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**

**CHANGES (JAN 2006):** (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

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

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

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

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

**CISG (JAN 2006):** The parties expressly agree that the UN Convention on the international Sale of Goods shall not apply to this agreement. [07-7B030-1]

**COMPLIANCE WITH LAWS:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. Pertaining to the resulting agreement, Contractor shall adhere to all University of South Carolina policies, procedures, and mandates.

**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.

**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.

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

**CONTRACTOR PERSONNEL (JAN 2006):** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**DEFAULT – SHORT FORM (FEB 2015)** The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

**DISPOSAL OF PACKAGING (JAN 2006):** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

**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.sa.sc.edu/shs/hipaa>

**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.

**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.

**ITEM SUBSTITUTION:** No substitution will be allowed on purchase orders received from departments without permission from the Purchasing Department.

**LICENSES AND PERMITS (JAN 2006):** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**MATERIAL AND WORKMANSHIP (JAN 2006):** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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

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

[07-7B185-1]

**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.

**RELATIONSHIP OF THE PARTIES (JAN 2006):** Neither party is an employee, agent, partner, or joint venture 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.

**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.

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

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

**TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006)** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

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

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

Item #	Qty	Unit	Description	Total Price
1	1	Lot	Furnish, Deliver and Install Custom Built Cabinets as specified for the University of South Carolina Aiken Campus New Facilities Building	\$ _____

**Resident Contractor Preference** \_\_\_\_\_

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

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

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

Please refer to the preference clauses listed in the additional conditions of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for preferences requested above:

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

## IX. ATTACHMENTS TO SOLICITATION

- A) **IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**
- B) **STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE FORM 1-312**
- C) **OFFEROR'S CHECKLIST**
- D) **3 DRAWINGS**

### ATTACHMENT A

#### **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>

ATTACHMENT B



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

I-312
(Rev. 7/24/14)
3323

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

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

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
[ ] The South Carolina Secretary of State or
[ ] The South Carolina Department of Revenue

Date of Registration:

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

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

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

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

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

If Corporate officer, state title:

(Name - Please Print)

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

# OFFEROR'S CHECKLIST

## *AVOID COMMON MISTAKES*

Review this checklist prior to submitting your proposal, provided to you as a point of reference.

If you fail to follow this checklist, you risk having your proposal rejected; however, the evaluation of Responsiveness will be based on the solicitation, not this checklist.

Please DO NOT return this page with your offer.

- ✓ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- ✓ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE SOLICITATION'S MANDATORY REQUIREMENTS.
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE BID 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 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 PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR 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-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

No	Description	Date

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CHECKED BY:

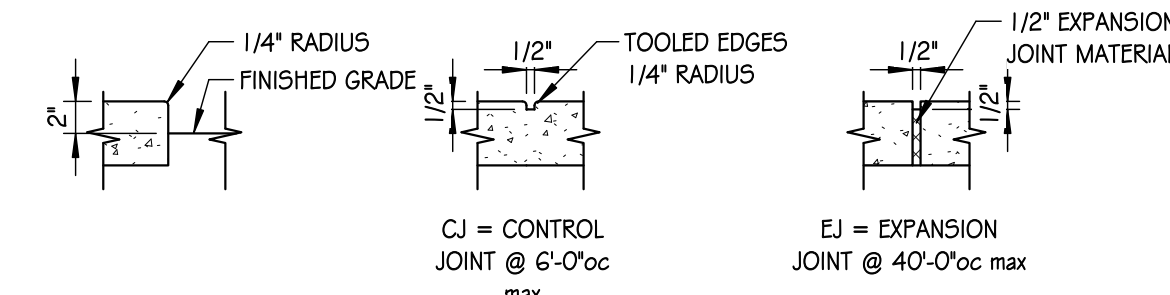
COMM NO: **18103**

DATE: **APRIL 12, 2019**

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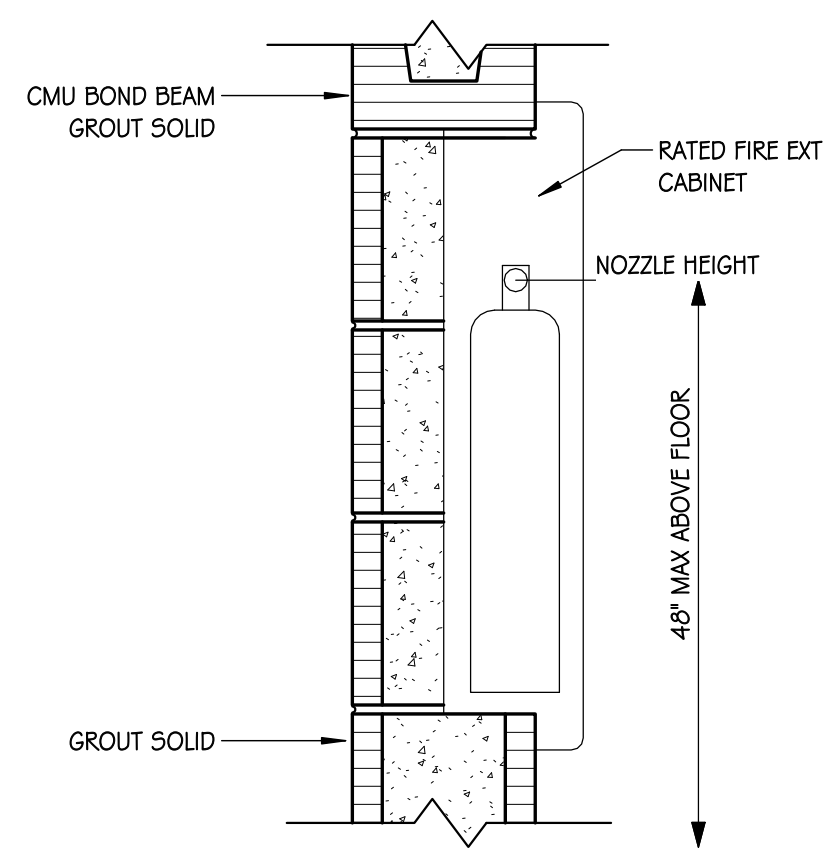
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**A301**

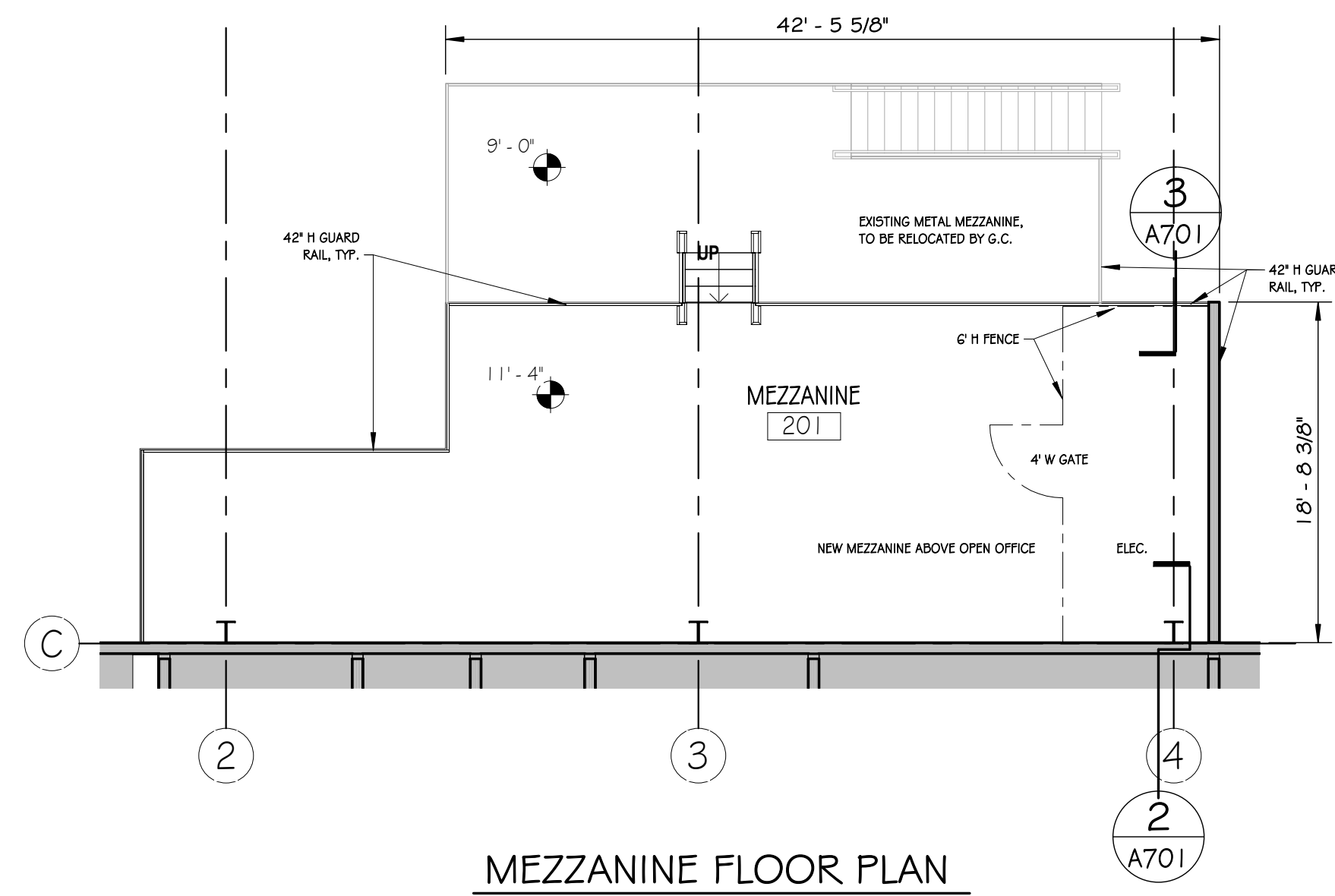


NOTE: ALL EXTERIOR SIDEWALKS AND DRIVES SHALL HAVE FIBER REINFORCING

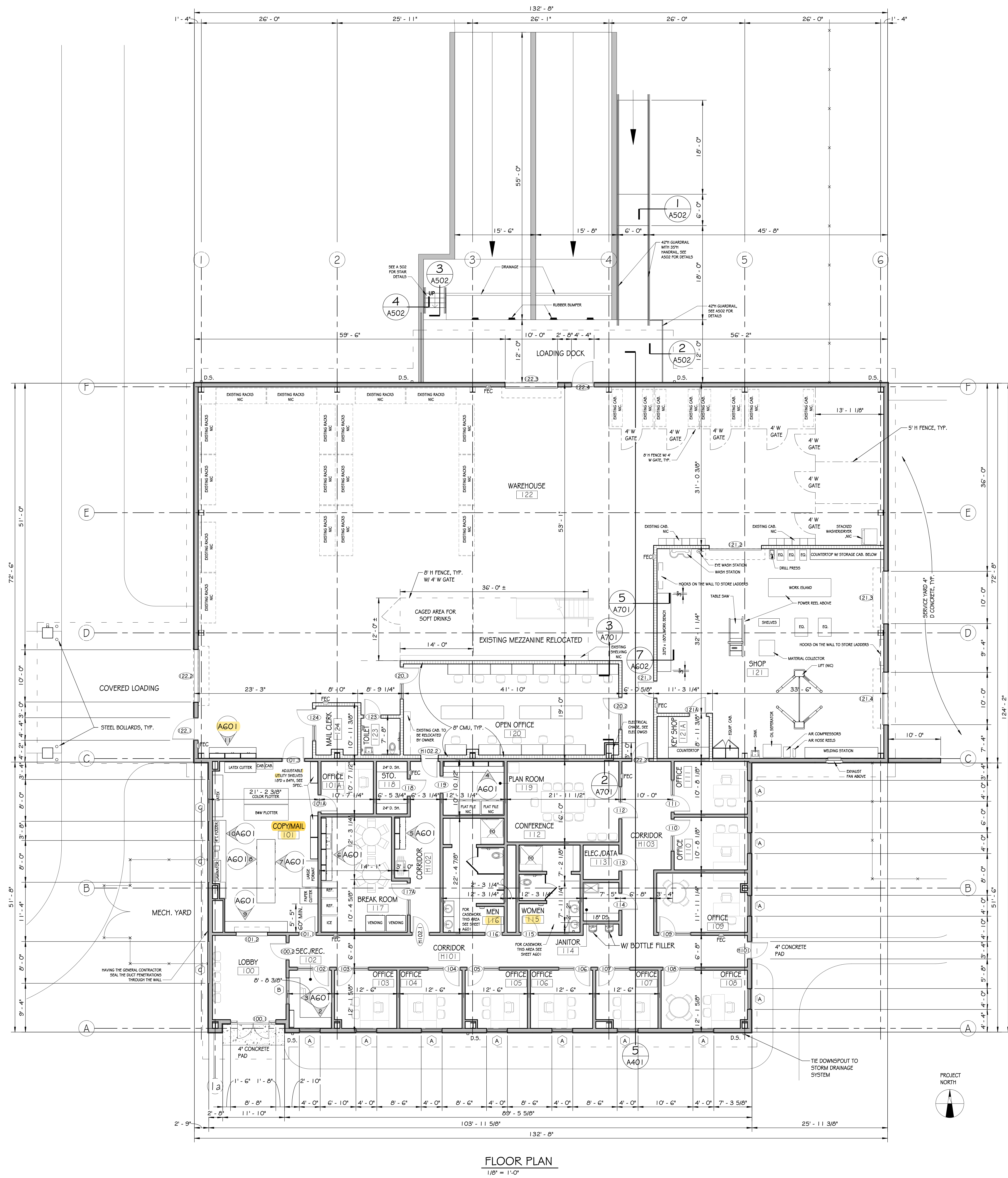
1 SIDEWALK DETAILS  
1" = 1'-0"



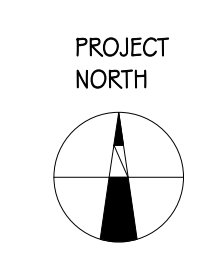
2 TYP. FIRE EXT. CABINET DETAIL  
1 1/2" = 1'-0"



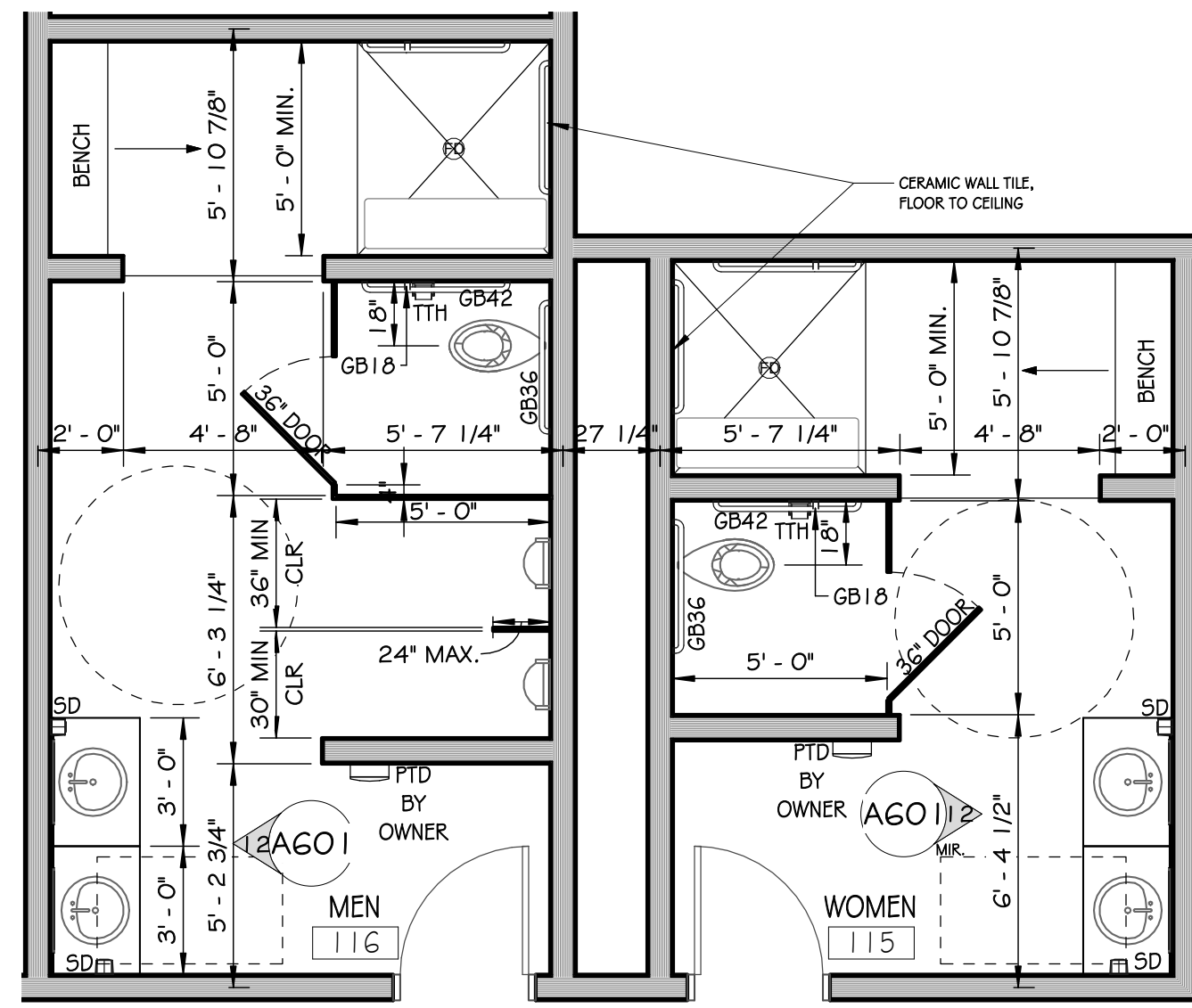
MEZZANINE FLOOR PLAN  
1/8" = 1'-0"



FLOOR PLAN  
1/8" = 1'-0"





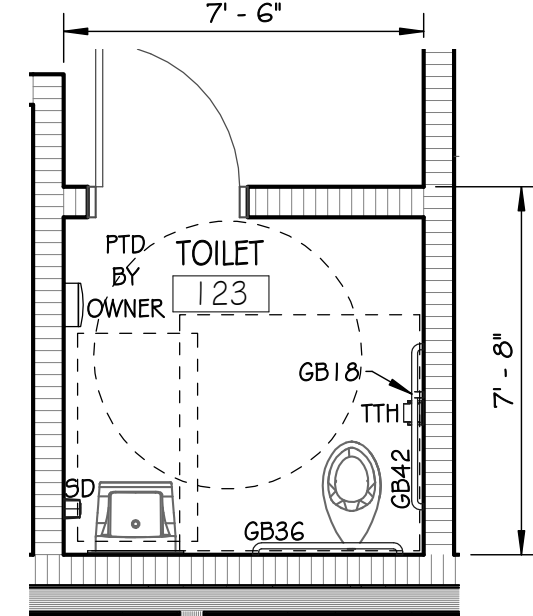


**ENLARGED TOILETS**

1/4" = 1'-0"

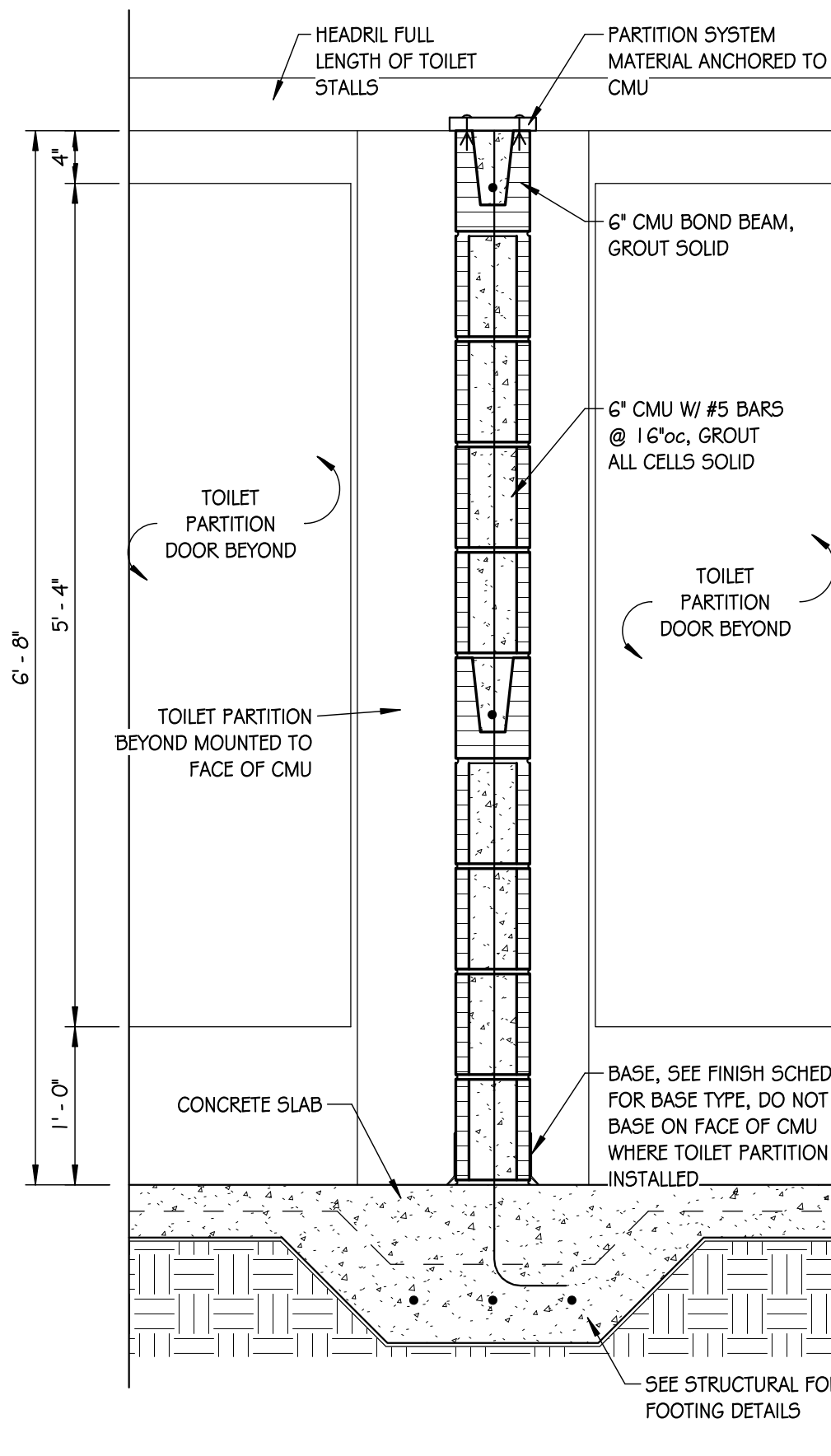
**TOILET ACCESSORIES**

HD	HAND DRYER
PTD	PAPER TOWEL DISPENSER
TTH	TOILET TISSUE HOLDER
SD	SOAP DISPENSER
GB	GRAB BAR
MIR	24"x36" ALUMINUM FRAMED MIRROR



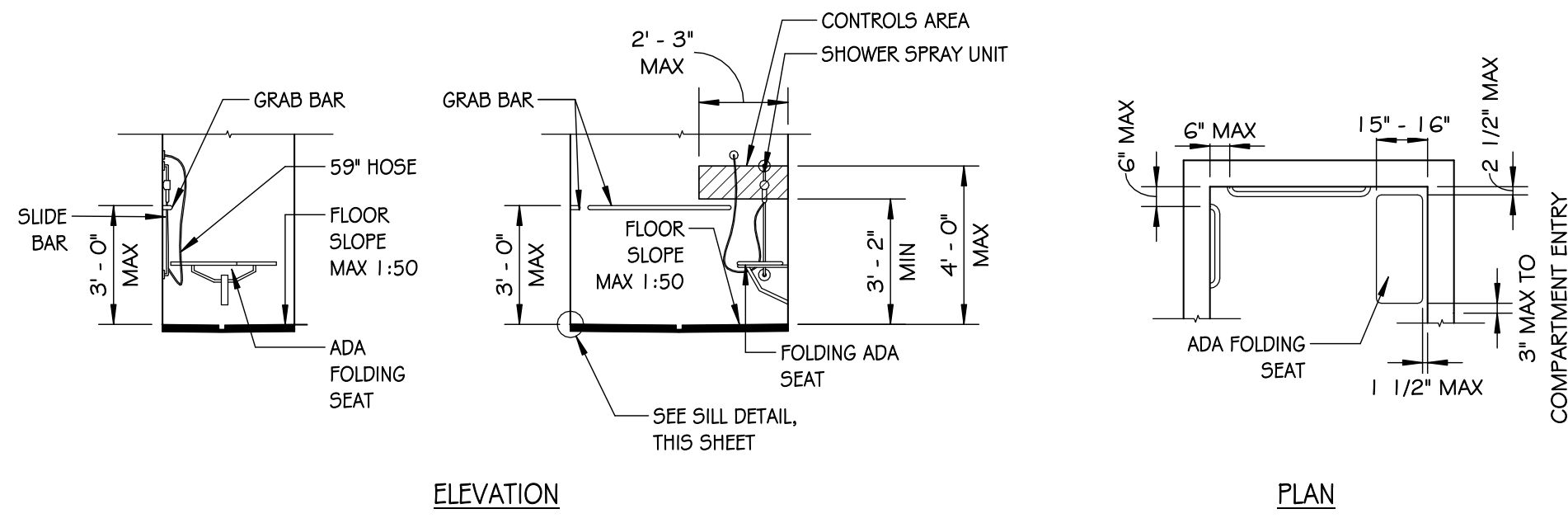
**ENLARGED UNISEX TOILET**

1/4" = 1'-0"



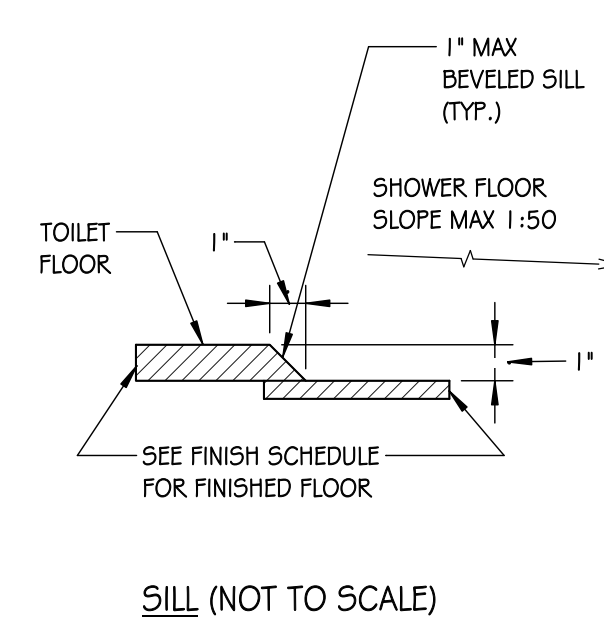
**TYPICAL WALL SECTION @ TOILET COMPARTMENTS**

1" = 1'-0"

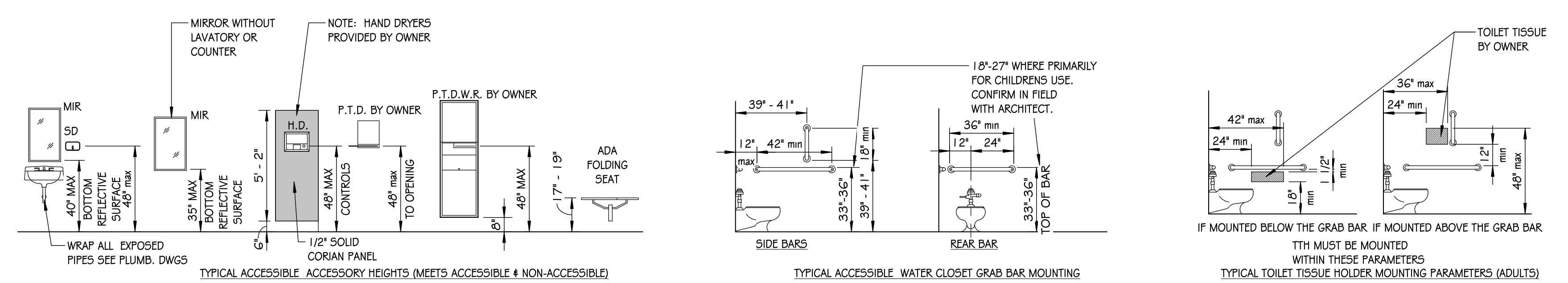


**TYP. ACCESSIBLE ROLL-IN-TYPE SHOWER**

1/4" = 1'-0"

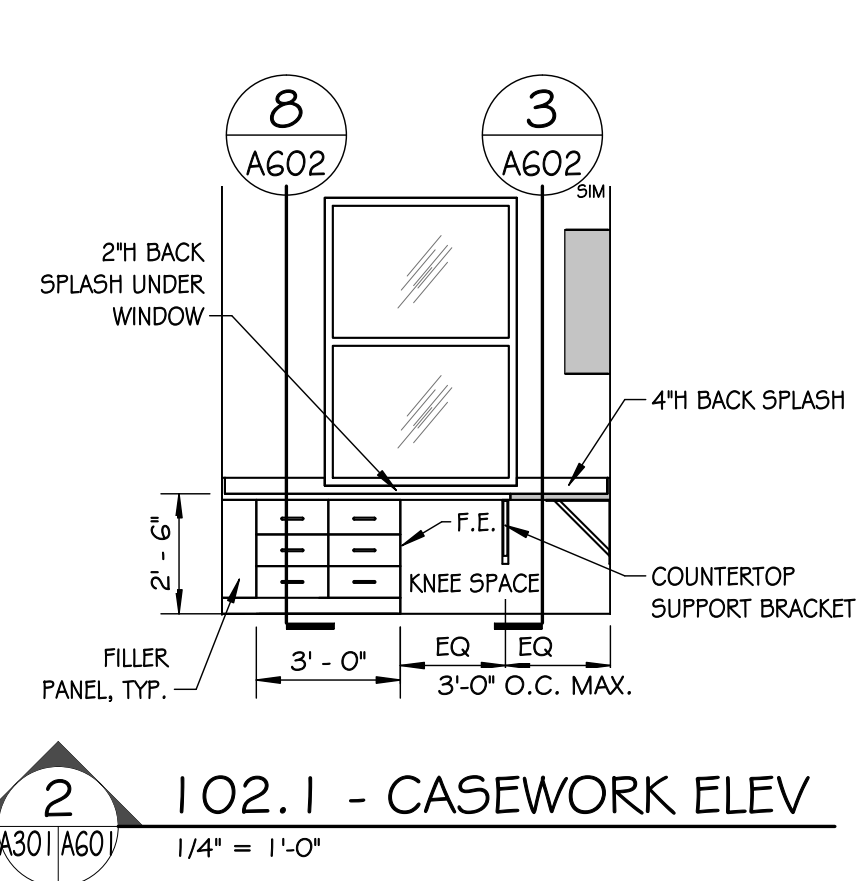


**SILL (NOT TO SCALE)**



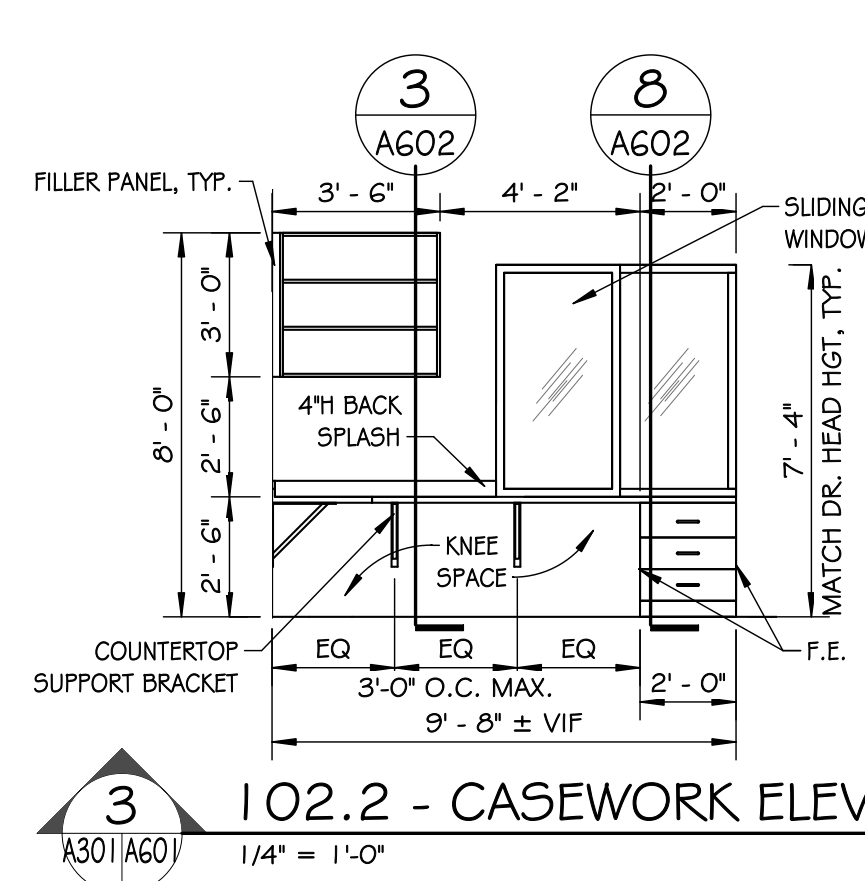
**TOILET ACCESSORY MOUNTING PARAMETERS**

1/4" = 1'-0"



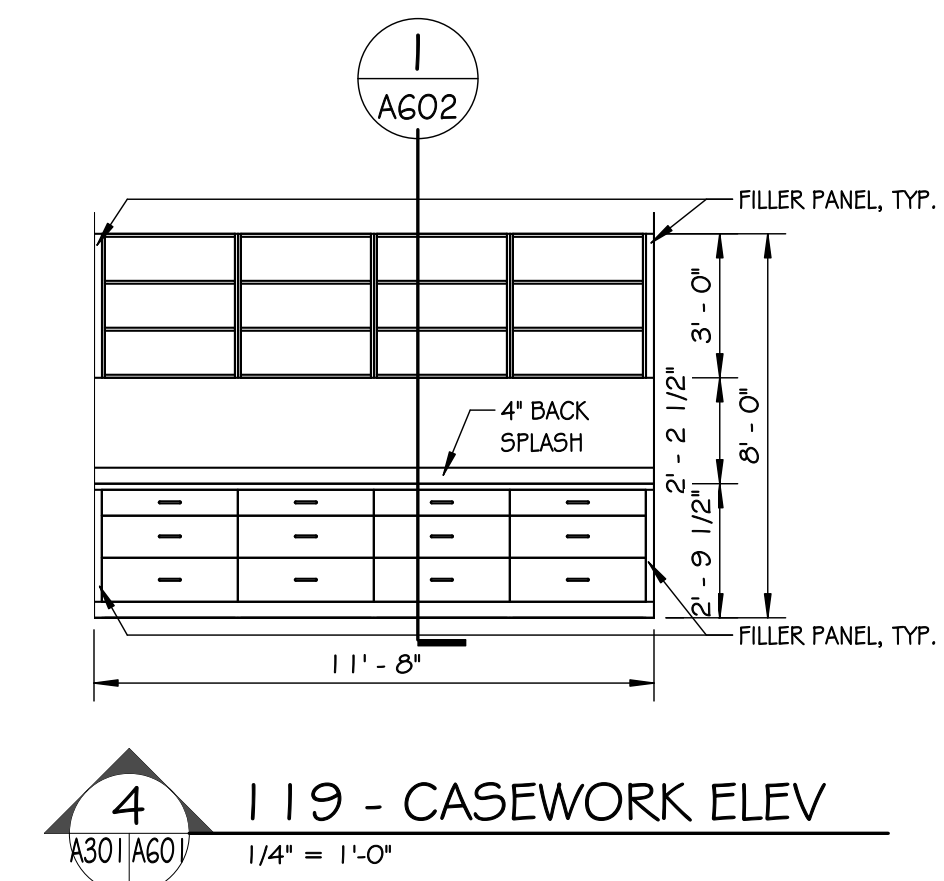
**102.1 - CASEWORK ELEV**

A301/A601



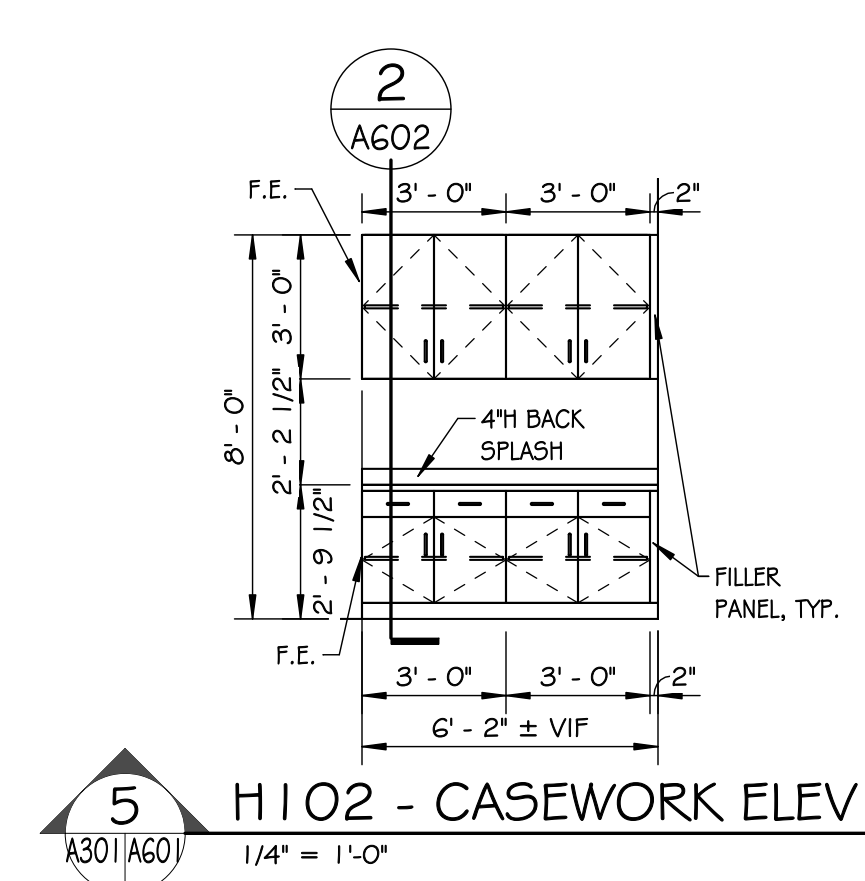
**102.2 - CASEWORK ELEV**

A301/A601



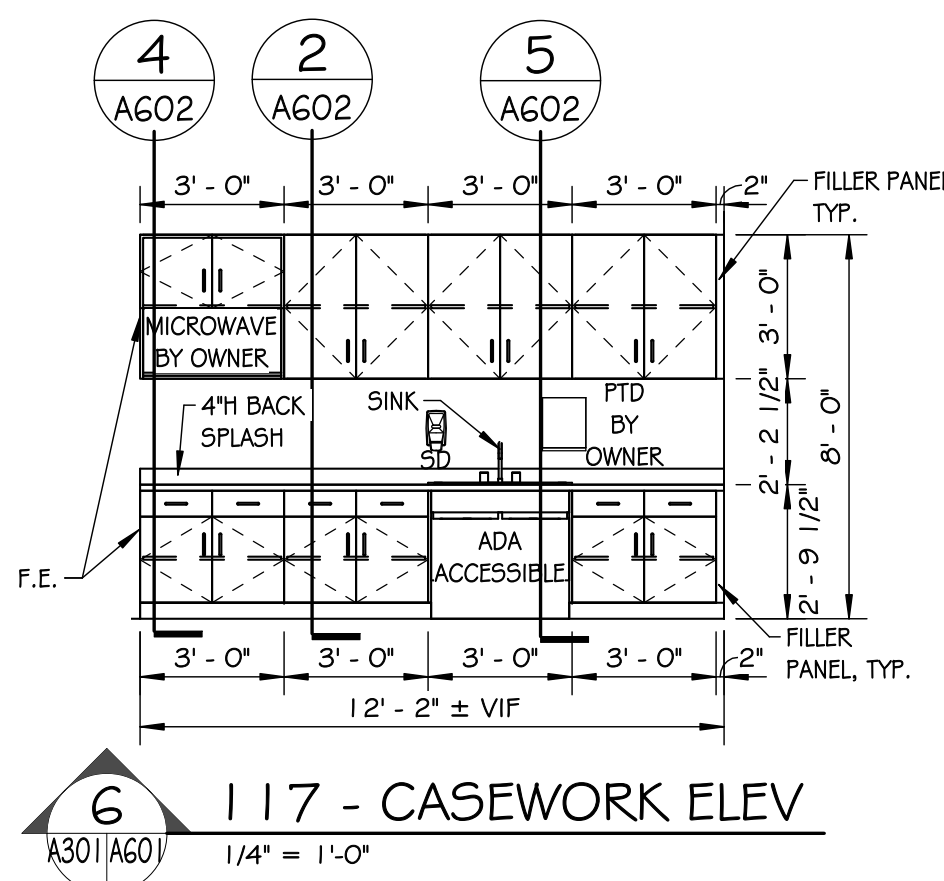
**119 - CASEWORK ELEV**

A301/A601



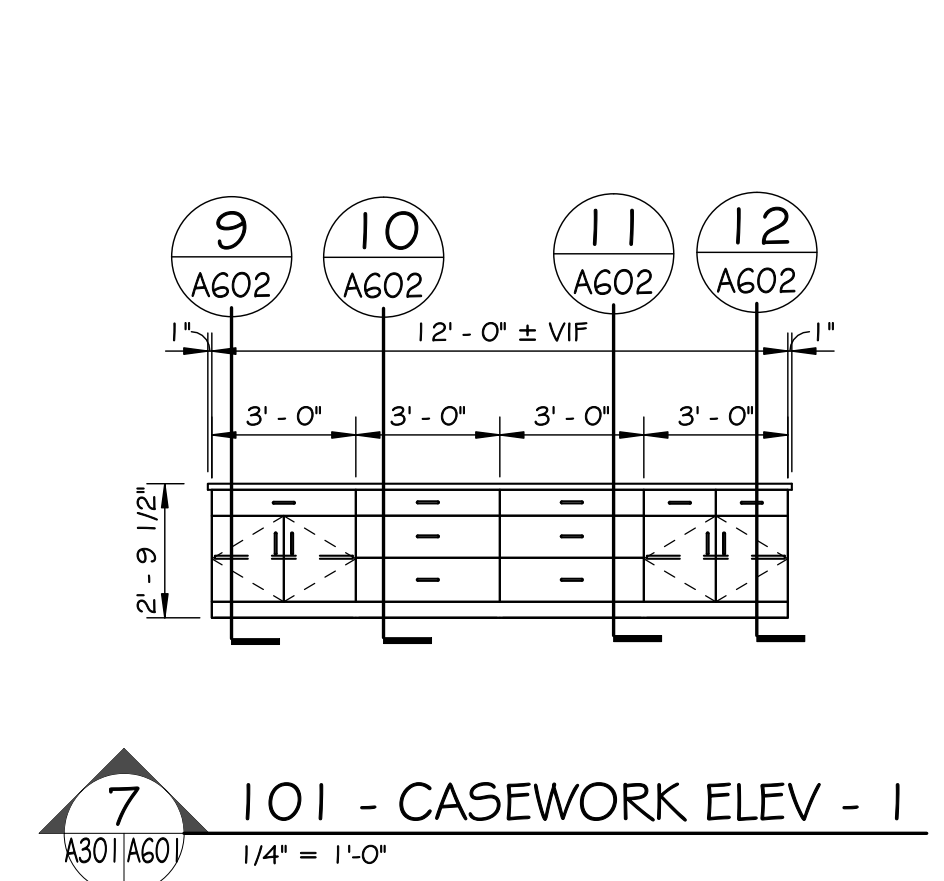
**H102 - CASEWORK ELEV**

A301/A601



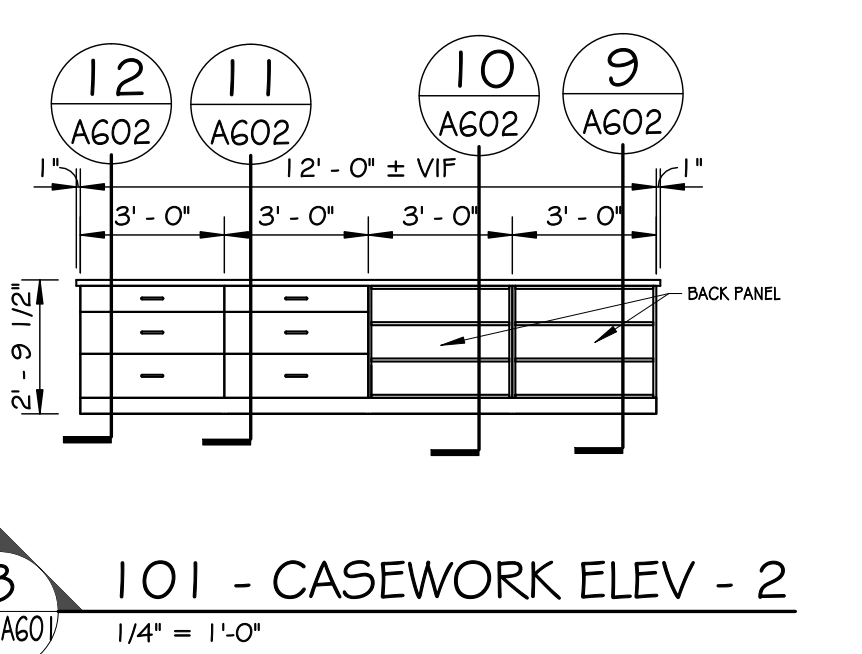
**117 - CASEWORK ELEV**

A301/A601



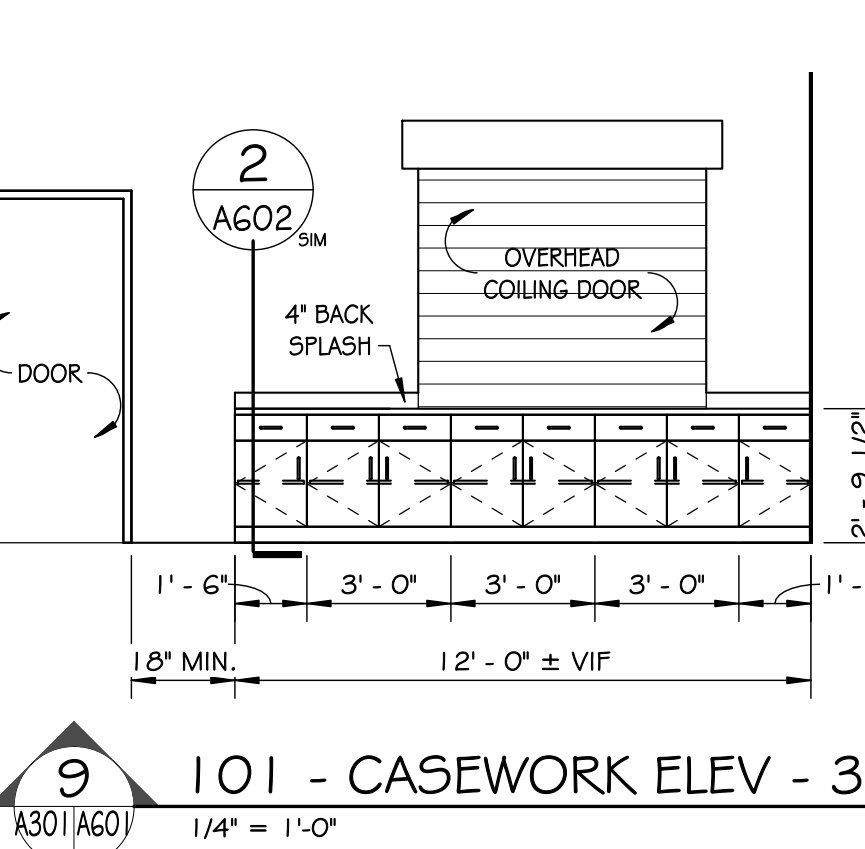
**101 - CASEWORK ELEV - 1**

A301/A601



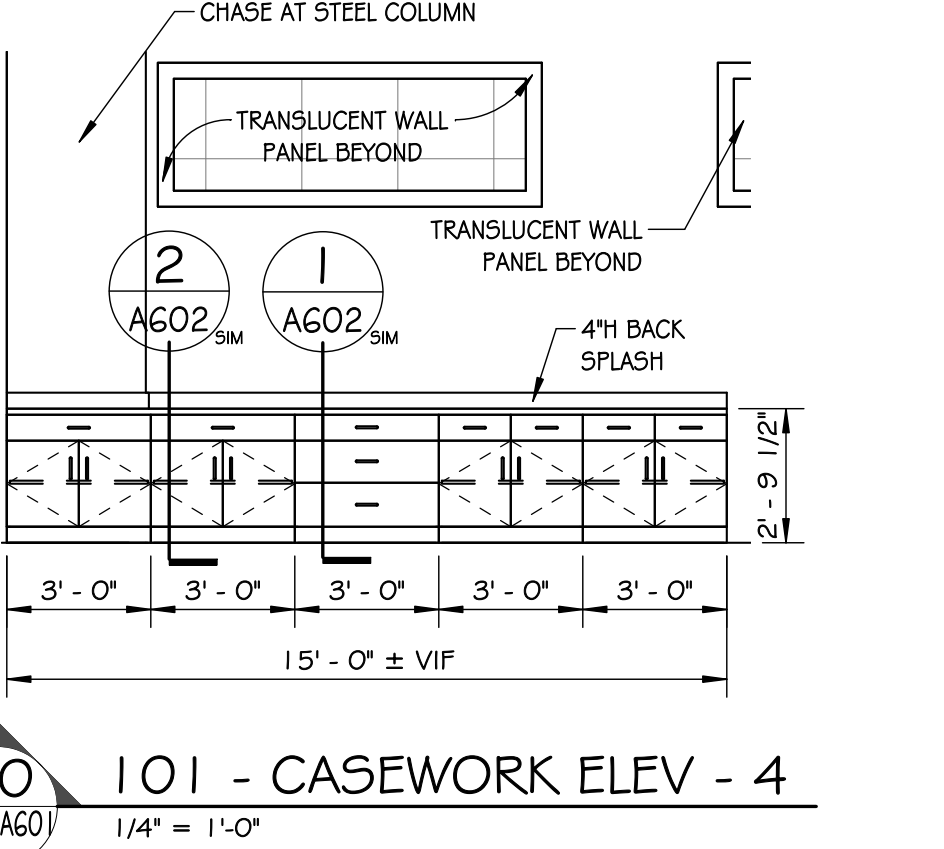
**101 - CASEWORK ELEV - 2**

A301/A601



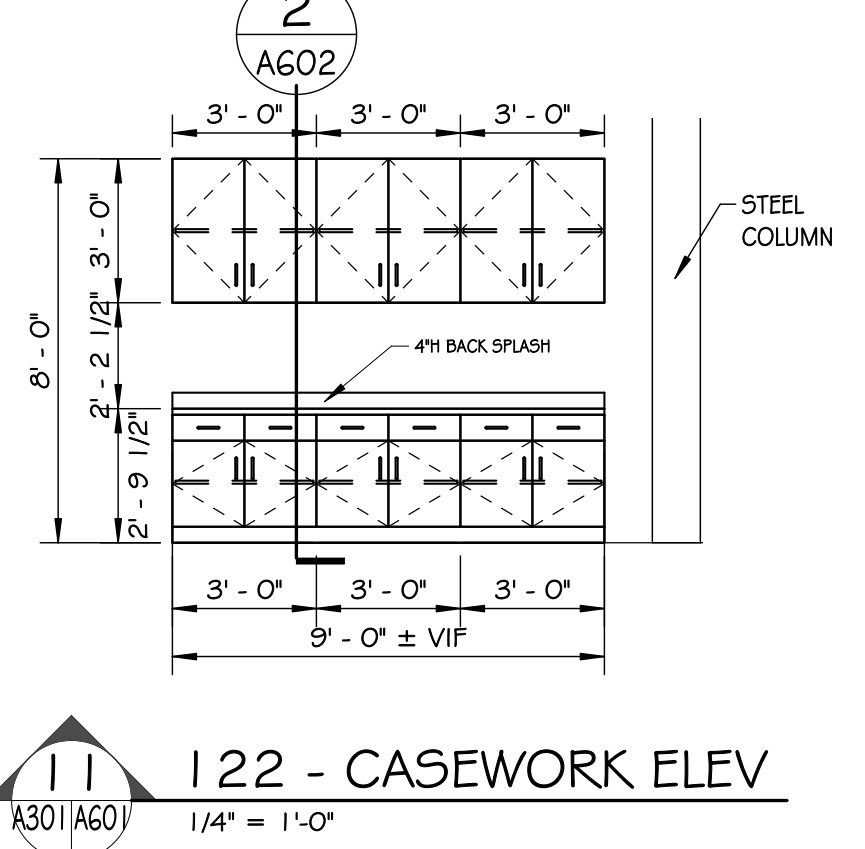
**101 - CASEWORK ELEV - 3**

A301/A601



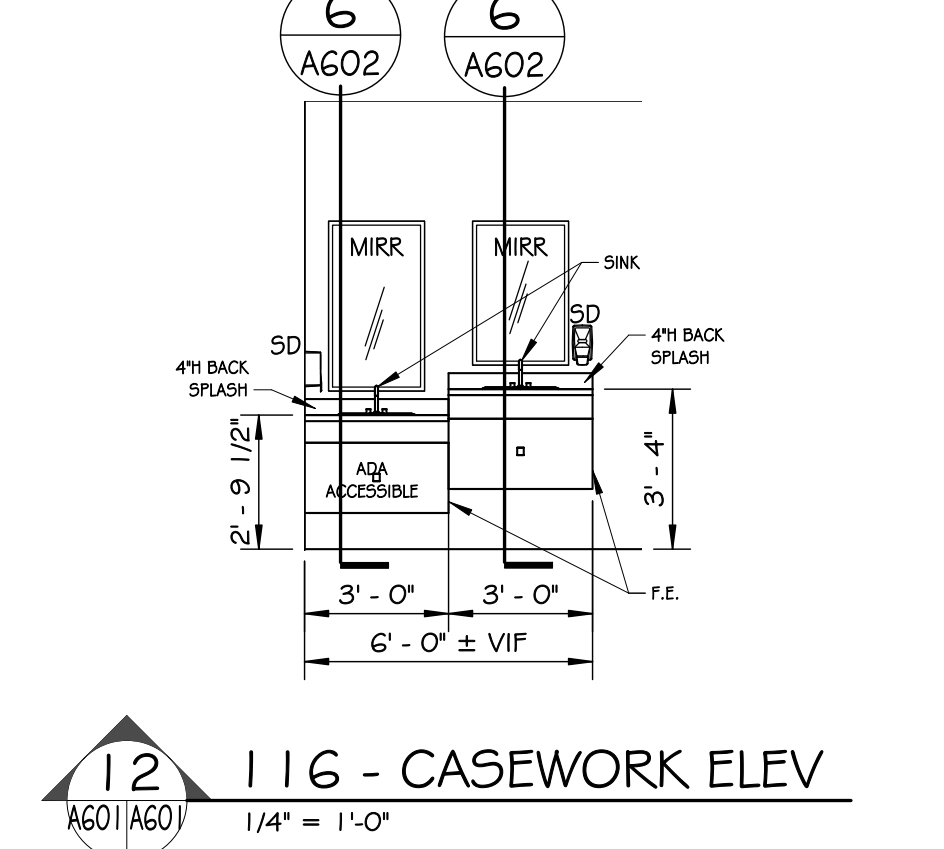
**101 - CASEWORK ELEV - 4**

A301/A601



**122 - CASEWORK ELEV**

A301/A601



**116 - CASEWORK ELEV**

A601/A601

No	Description	Date

DRAWN BY: **BK**

CHECKED BY:

COMM NO: **18103**

DATE: **APRIL 12, 2019**

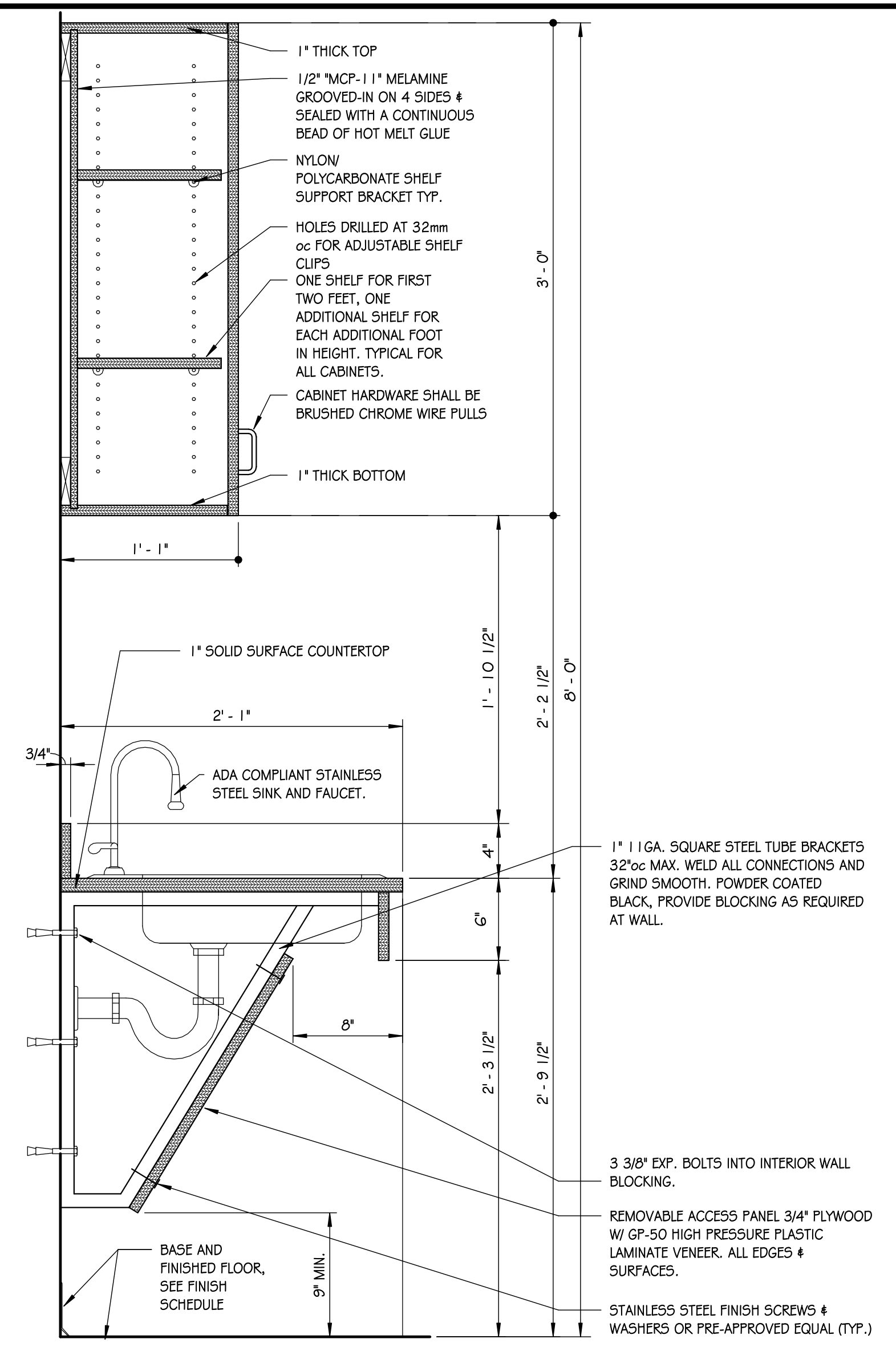
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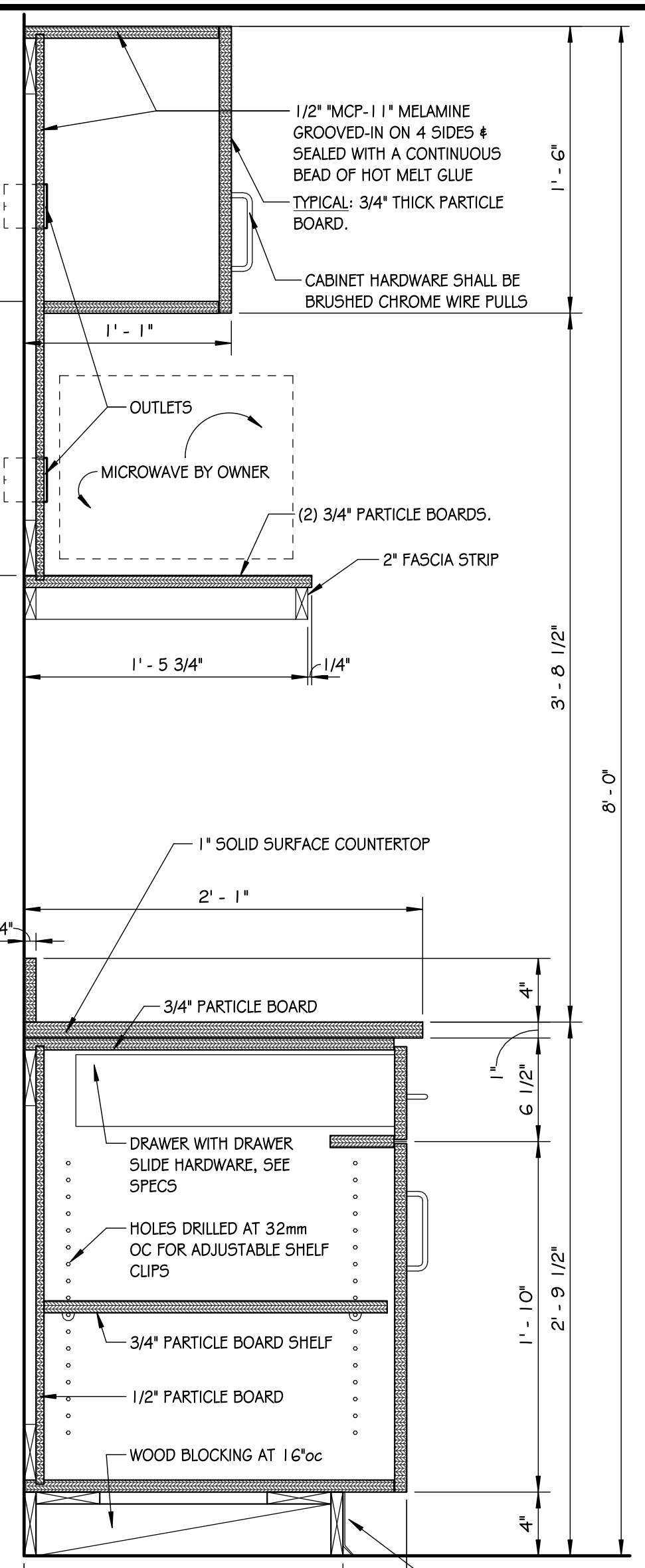
No	Description	Date

DRAWN BY: **Author**  
 CHECKED BY: **Checker**  
 COMM NO: **18103**  
 DATE: **APRIL 12, 2019**  
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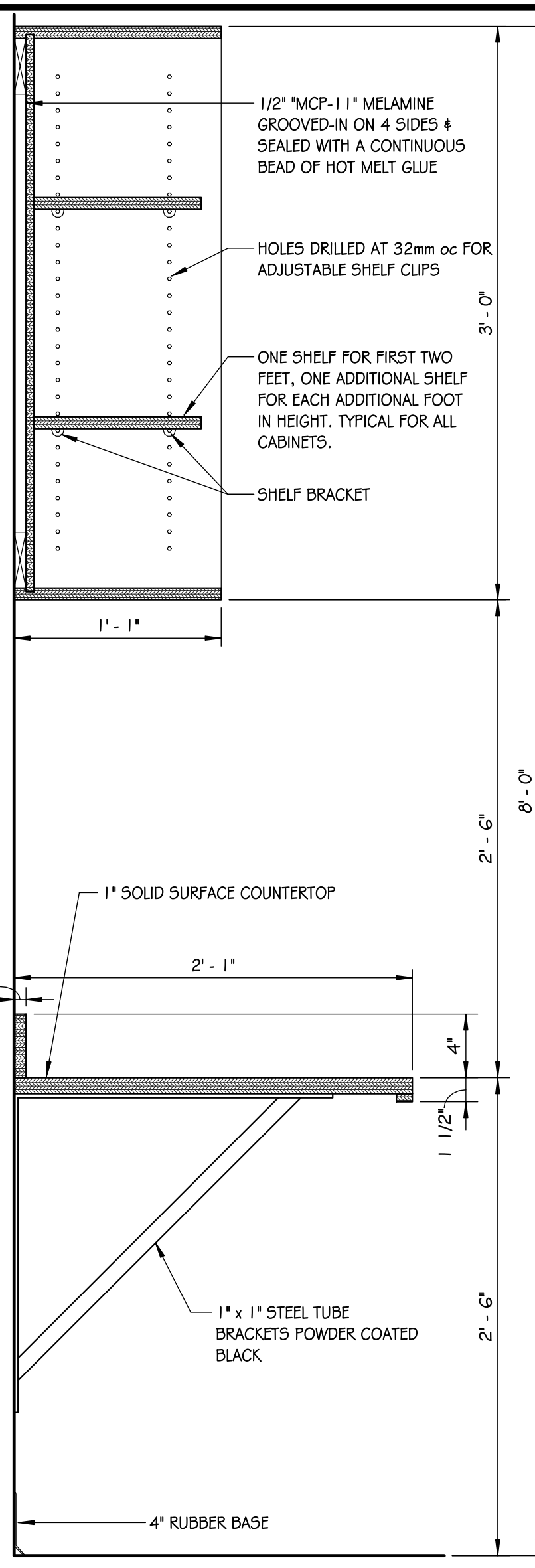
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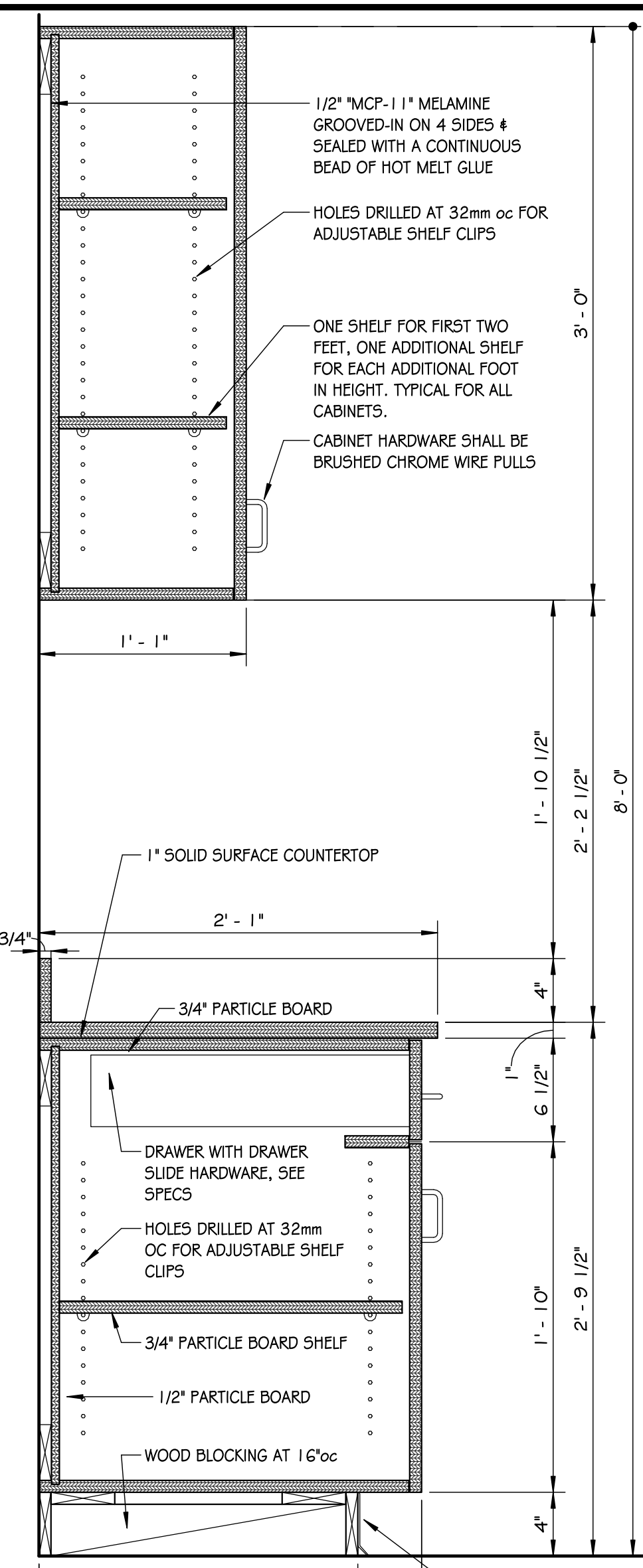
5 ADA ACCESSIBLE SINK SECTION  
A601/A602 1 1/2" = 1'-0"



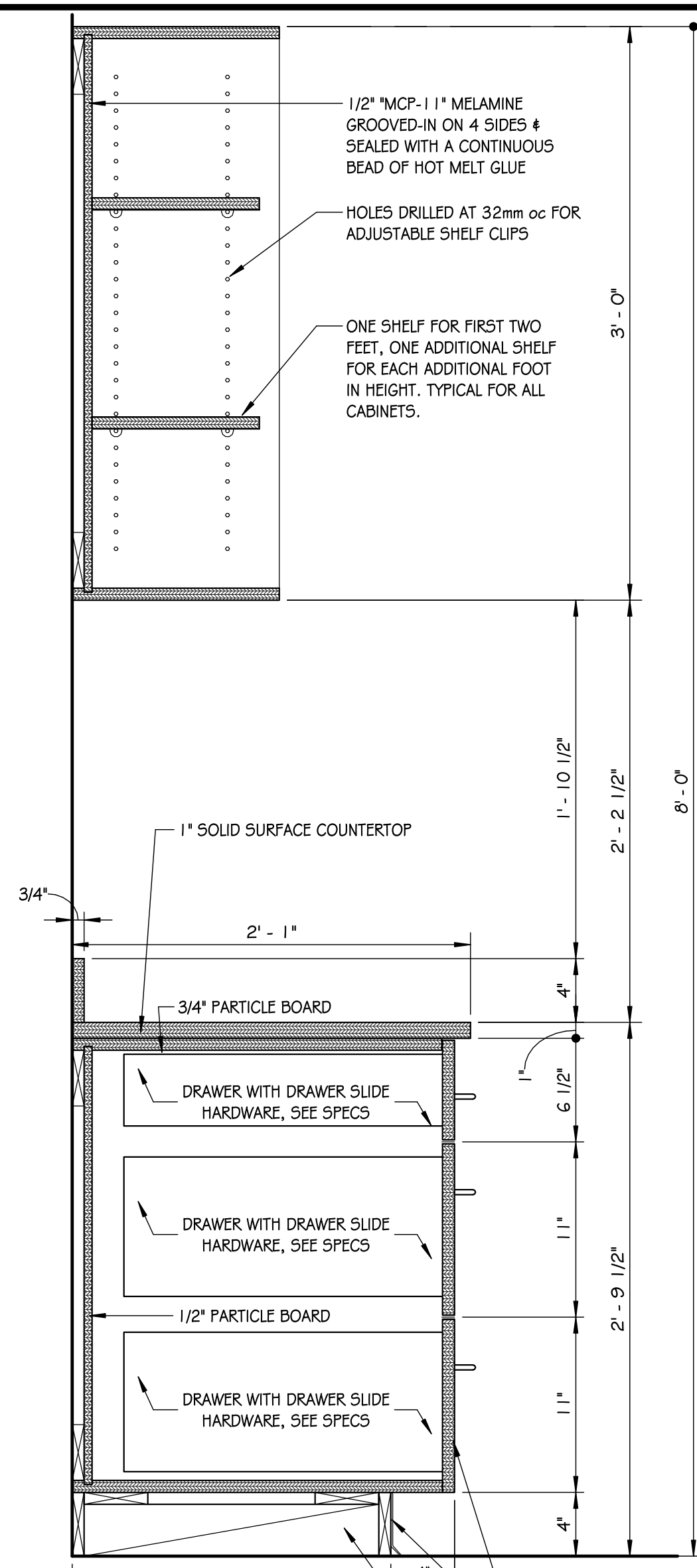
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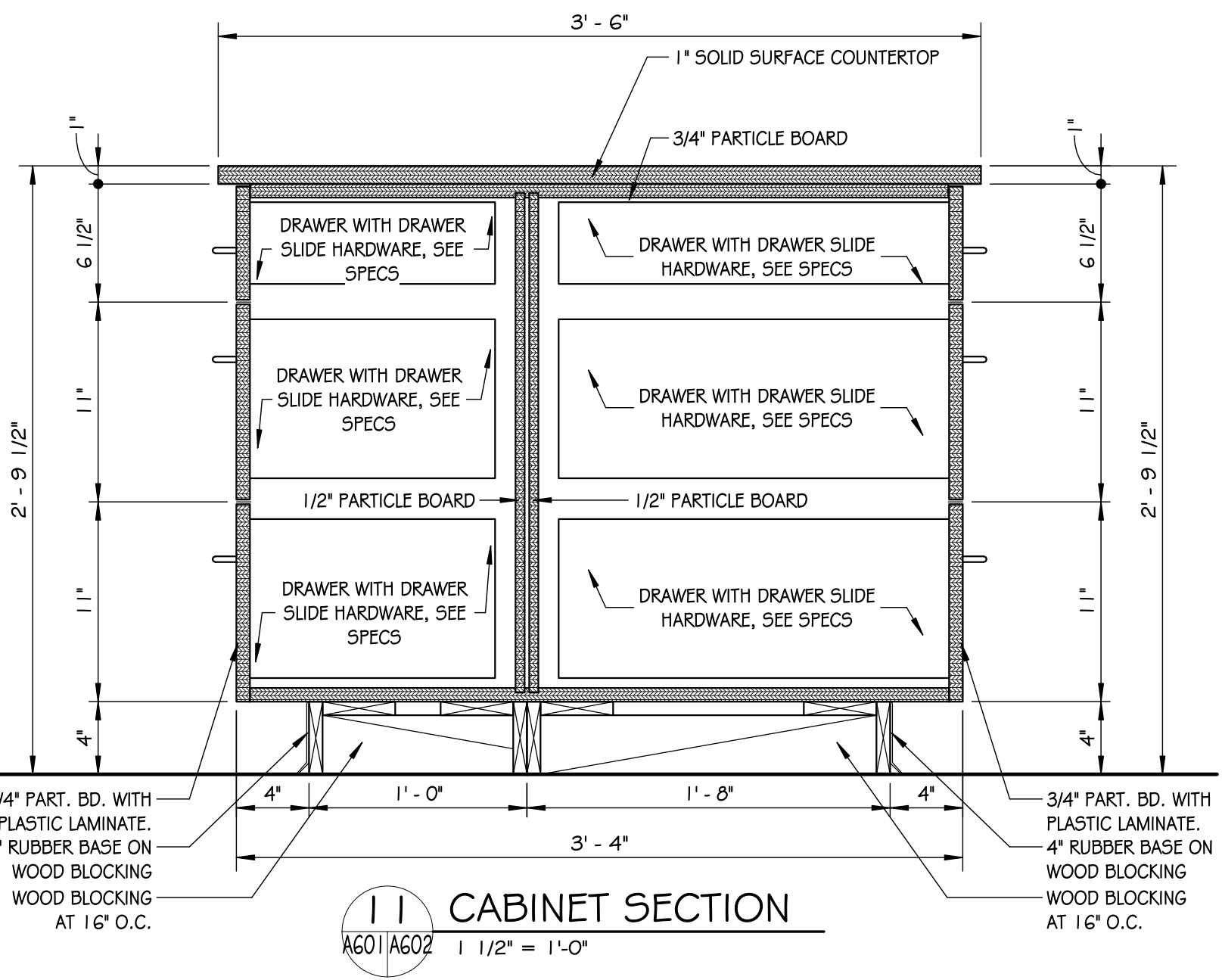
3 CABINET SECTION  
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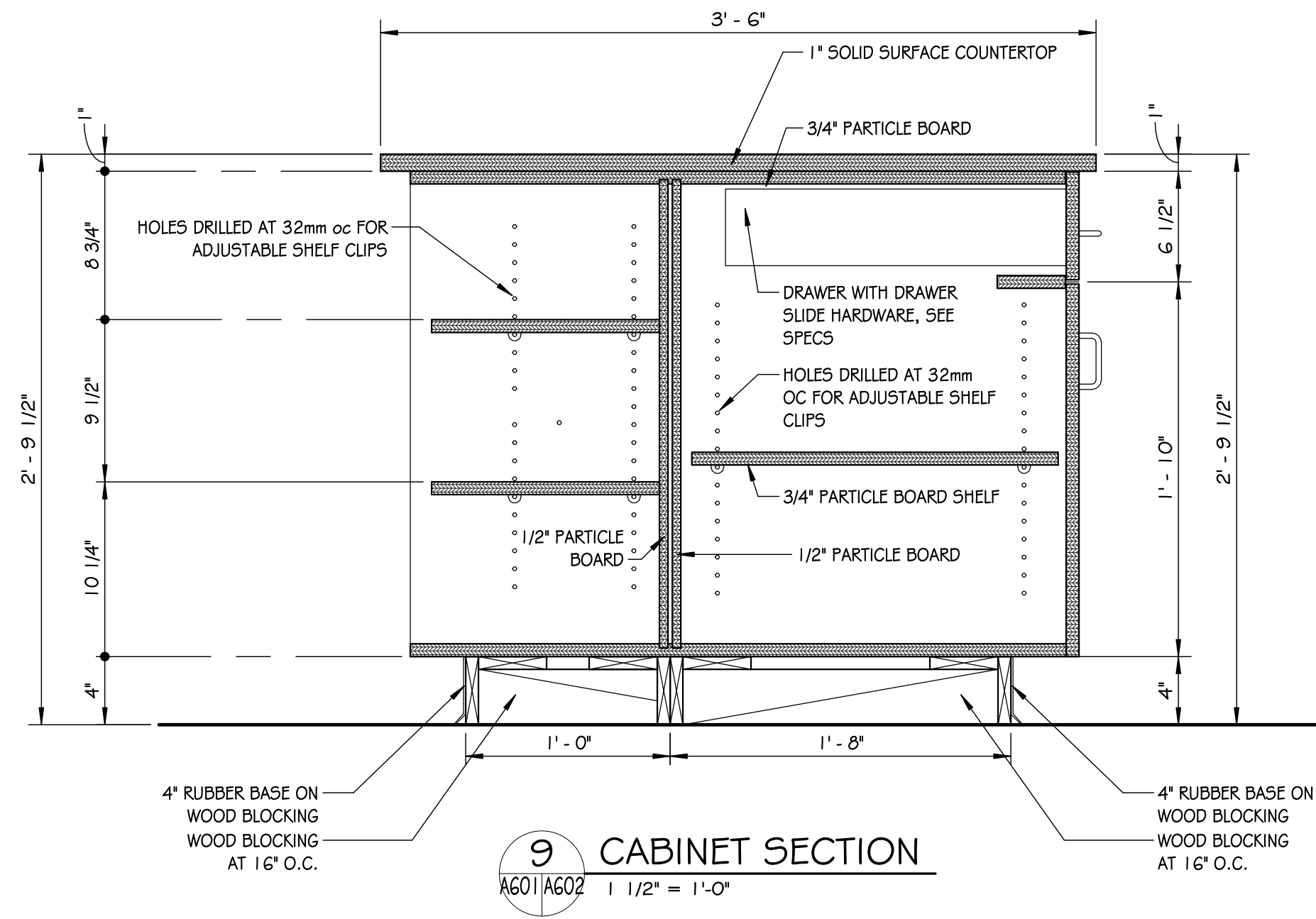
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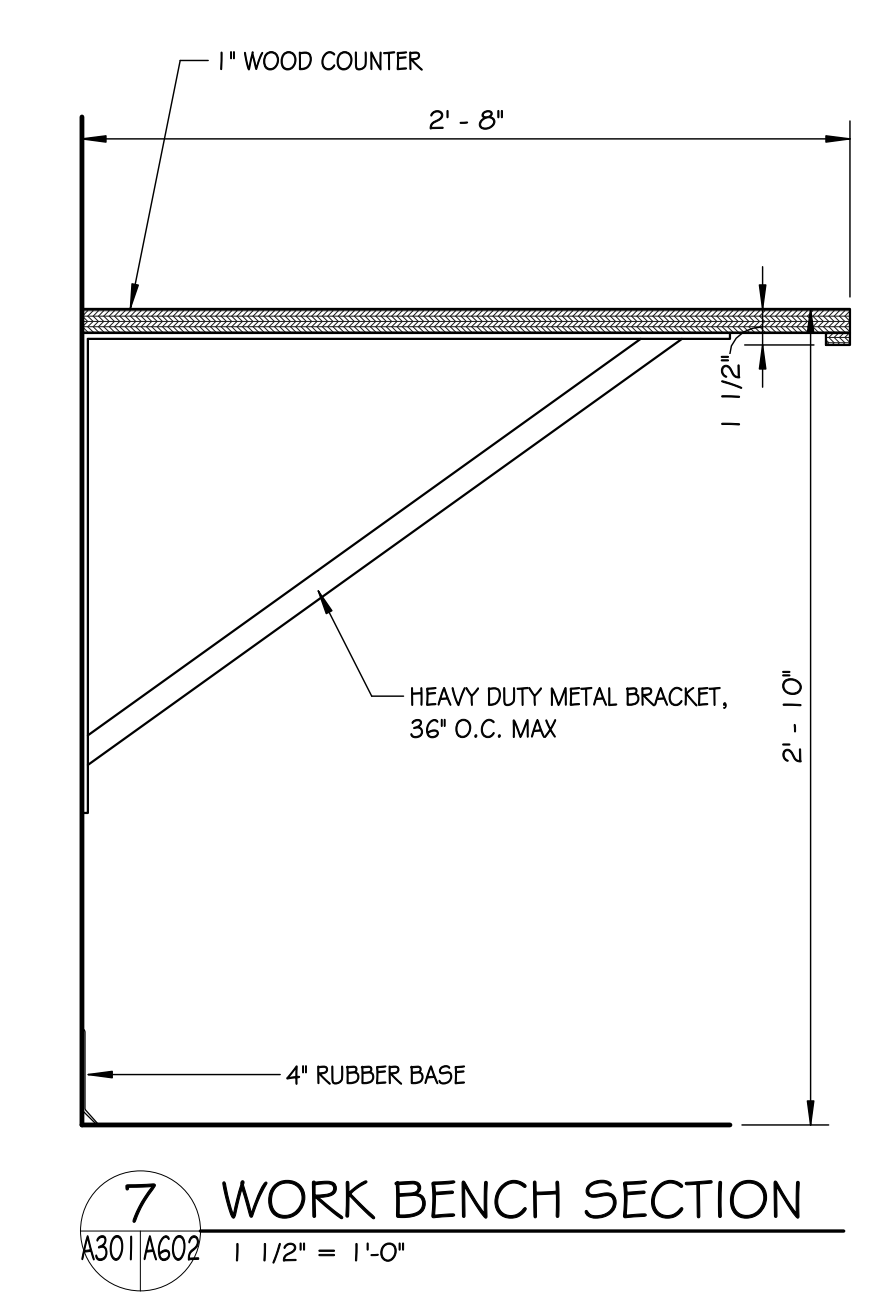
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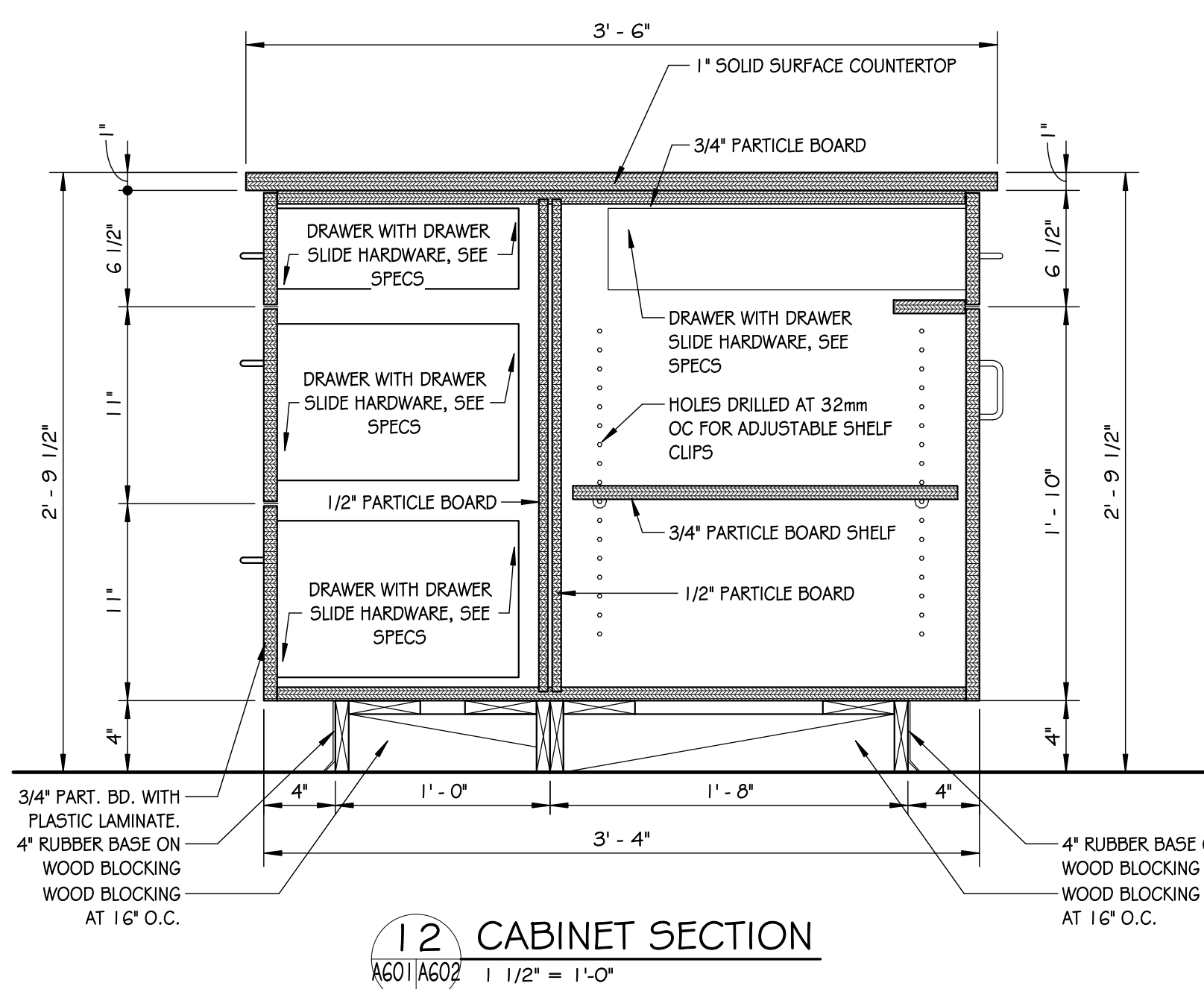
11 CABINET SECTION  
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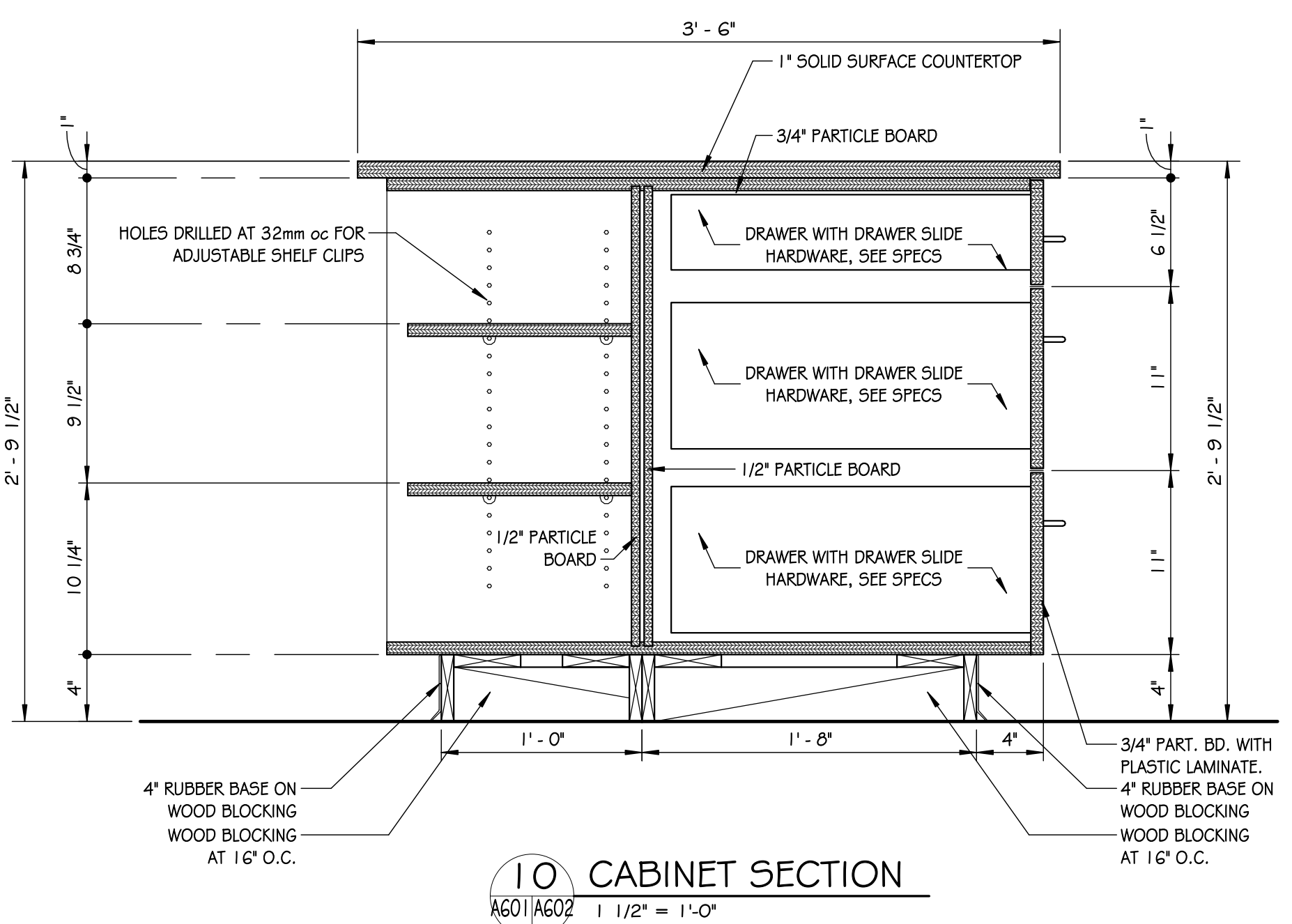
9 CABINET SECTION  
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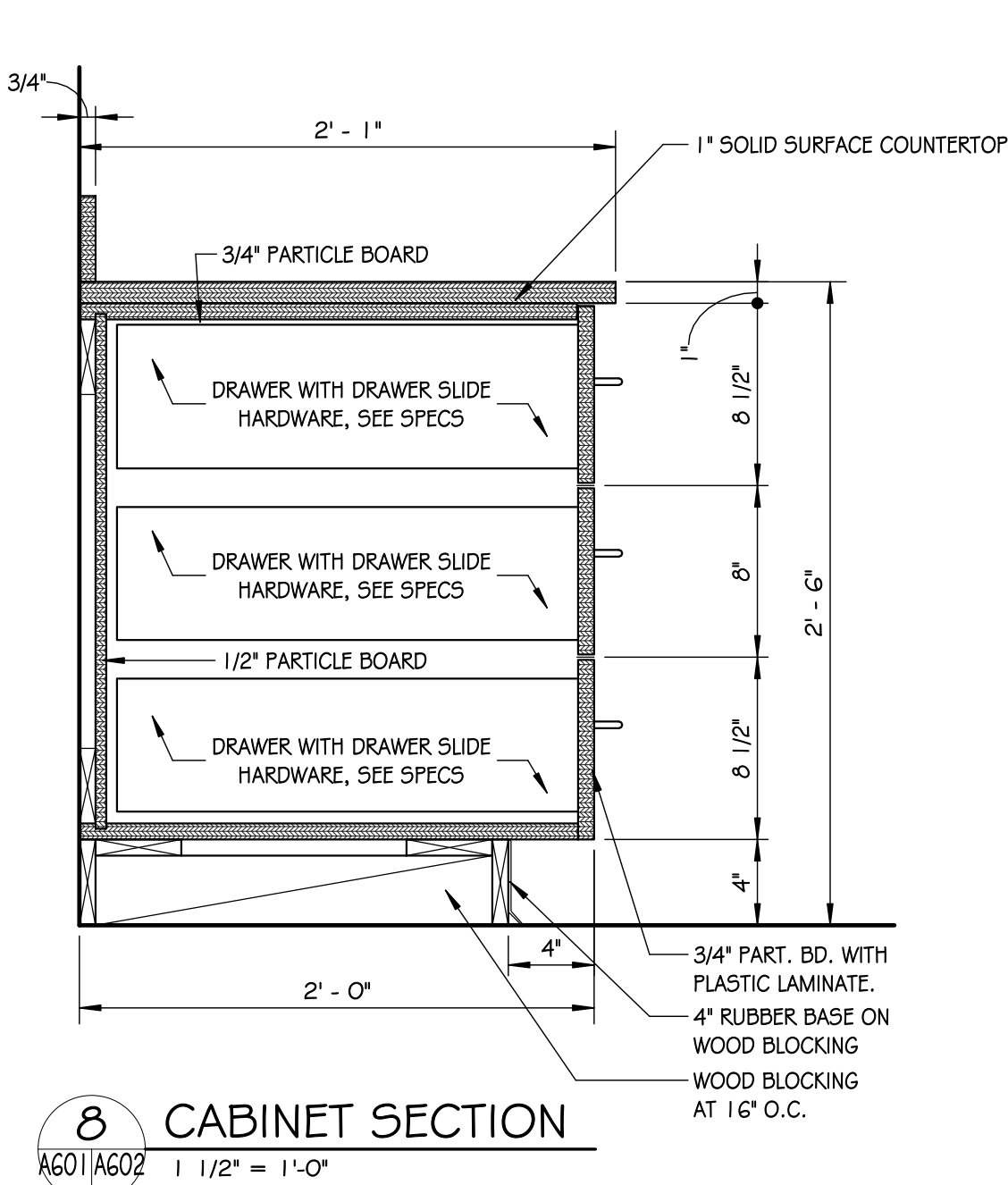
7 WORK BENCH SECTION  
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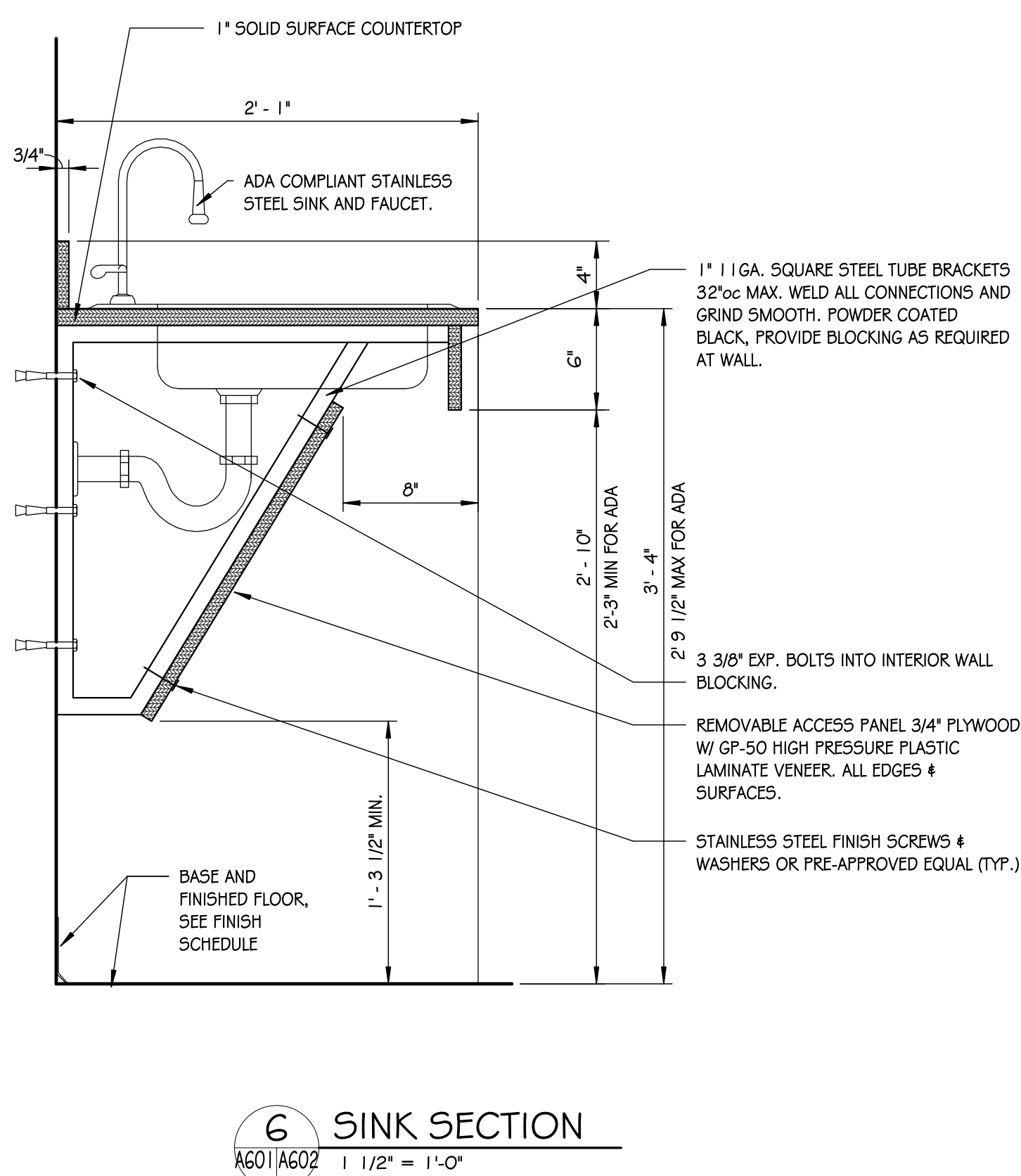
12 CABINET SECTION  
A601/A602 1 1/2" = 1'-0"



10 CABINET SECTION  
A601/A602 1 1/2" = 1'-0"



8 CABINET SECTION  
A601/A602 1 1/2" = 1'-0"



6 SINK SECTION  
A601/A602 1 1/2" = 1'-0"

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5/2/2019 2:29:37 PM