



U N I V E R S I T Y O F
SOUTH CAROLINA

AMENDMENT NO. 1 TO SOLICITATION

TO: ALL VENDORS

FROM: Charles Johnson, Procurement Manager

SUBJECT: SUBJECT: SOLICITATION NUMBER: USC-RFP-2040-CJ
UNIVERSITY OF SOUTH CAROLINA AIKEN CUSTODIAL SERVICES

DATE: October 5, 2011

This Amendment **No.1** modifies the Fixed Price Bid only in the manner and to the extent as stated herein.

BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT **NO. 1** IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.

Authorized Signature

Name of Offeror

Date

The narrative in solicitation USC-RFP-2040-CJ does not indicate that University Housing is a part of this solicitation. However, drawings for University Housing facilities are included in the Section IX. Attachments of the solicitation. It is the intention of USCA **not** to include the housing facilities in the solicitation.

THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR A:

QUESTION #1: Can we find out who got the bid last time and what was the cost for the above solicitation?

ANSWER: There isn't currently a contract in place for custodial services performed at the University of South Carolina Aiken campus. The custodial services at the campus are currently performed by University of South Carolina Aiken staff supplemented by some minor staffing procured from the Temporary Employment Services State Contract.

QUESTION #2: How many bathrooms per location?

ANSWER: Each building is unique; please pull those quantities from the building plans included with the solicitation.

QUESTION #3: How many square ft. for tile and for carpet?

ANSWER: 90% of our hallways and classrooms are VCT.

QUESTION #4: Are you currently under contract? If so, what is the current contract amount?

ANSWER: No.

THE FOLLOWING QUESTION WAS RECEIVED FROM VENDOR B:

QUESTION #1: Can we find out who got the bid last time and what was the cost for the above solicitation?

ANSWER: There isn't currently a contract in place for custodial services performed at the University of South Carolina Aiken campus. The custodial services at the campus are currently performed by University of South Carolina Aiken staff supplemented by some minor staffing procured from the Temporary Employment Services State Contract.

THE FOLLOWING QUESTION WAS RECEIVED FROM VENDOR C:

QUESTION #1: My company ***** would like to ask whether the audited financial statement are a strict requirement?

Below is a brief paragraph stating our case. We respectfully request consideration to our situation, with a possible amendment to the current solicitation.

***** is privately held, and does not publish financial statements through the RFP process. ***** has produced 28 years of consistent growth and profitability. Based on revenues and geographic footprint, ***** is in the top one percent (1%) of corporate facility support providers in the United States. We have developed many significant and long lasting relationships with Fortune 500 Companies.

***** is financially sound and fully capable of performing under the contractual obligations associated with this bid. We will work with you to address any concerns you may have regarding our financial condition. You may contact our bank as a reference, or contact our CFO who will be happy to answer any questions.

ANSWER: The University maintains its requirement for financial statements as stated in the Qualifications – Required Information clause in Section V Qualifications of the solicitation.

THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR D:

QUESTION #1: Can you provide any information regarding the paper, plastic, and hand soap items that we will be providing in this contract? Specifically if you have usage information and brand and code numbers for those products.

ANSWER:

Our estimated paper towel usage is 1608 cases/yr

Dade Paper Product # 346057 TORK UNIV. NAT M- FOLD MK530A TOWEL 4000 pack unit price \$12.50

Our estimated toilet tissue consumptions is 1,140 cases/yr

Dade Paper Product number 374076 TMI 6156 TORK UNIV 4 x 3.75 2PLY T. Tiss 96/500 unit price \$26.89

HAND SOAP REFRESH (STOKO)#29932 774 boxes/yr unit price \$7.55/box

Shower soap 280 boxes/yr unit price \$8.43/box

Plastic bags 43x47 200 cases/year unit price \$18.16/case

Plastic Bags 33x46 100 cases/year unit price \$16.10/case

Plastic Bags 23x33 75 cases/year unit price \$20.10/case

QUESTION #2: Are there laundry facilities available for our use?

ANSWER: Yes. There is one 50 lbs Wascomat Senior 123 washer and one 30”x 30” Loadstar-Huebsch dryer located in the Supply and Maintenance Building 908

QUESTION #3: Can you provide the names of the contractors present at today’s meeting?

ANSWER: No, unfortunately we can't share a list of Pre-Proposal Conference & Site Visit attendees with you at this time. It is standard practice not to release the Sign In sheet for the Pre-Proposal Conference & Site Visit until after award from contract has been issued. However, you are welcome to send Charles Johnson a Freedom Of Information Act (FOIA) request for the Sign In sheet from the Pre-Proposal Conference & Site Visit after award from solicitation has been issued and he will be happy to process your request then.

THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR E:

QUESTION #1: Is the square footage posted on the building statistics page “Gross or Net”?

ANSWER: Gross

QUESTION #2: Building numbers 927, 927A, 928, and 929 will be deleted from this RFP, correct?

ANSWER: Delete buildings 927A, 928, 929 from the solicitation. Included in the contract will be the Pacer Downs Community Bldg. 927. See attached floor plan for which rooms will be cleaned.

QUESTION #3: Please provide consumable (toilet paper, hand soaps, trash can liners, paper towels) make, brand name size and usage for the buildings listed under this RFP, if available.

ANSWER:

Our estimated paper towel usage is 1608 cases/yr

Dade Paper Product # 346057 TORK UNIV. NAT M- FOLD MK530A TOWEL 4000 pack unit price \$12.50

Our estimated toilet tissue consumptions is 1,140 cases/yr

Dade Paper Product number 374076 TMI 6156 TORK UNIV 4 x 3.75 2PLY T. Tiss 96/500 unit price \$26.89

HAND SOAP REFRESH (STOKO)#29932 774 boxes/yr unit price \$7.55/box

Shower soap 280 boxes/yr unit price \$8.43/box

Plastic bags 43x47 200 cases/year unit price \$18.16/case

Plastic Bags 33x46 100 cases/year unit price \$16.10/case

**Plastic Bags 23x33 75 cases/year unit price \$20.10/case
Building usage is not available.**

QUESTION #4: Are their parking fees that will apply for our employees? If so, what is the cost?

ANSWER: No parking fees.

QUESTION #5: Please provide a list of attendees.

ANSWER: No, unfortunately we can't share a list of Pre-Proposal Conference & Site Visit attendees with you at this time. It is standard practice not to release the Sign In sheet for the Pre-Proposal Conference & Site Visit until after award from contract has been issued. However, you are welcome to send Charles Johnson a Freedom Of Information Act (FOIA) request for the Sign In sheet from the Pre-Proposal Conference & Site Visit after award from solicitation has been issued and he will be happy to process your request then.

QUESTION #6: Please confirm that floor mats will be provided by USC.

ANSWER: The existing floor mats will be included. Any replacement mats will be at the expense of the contractor

QUESTION #7: What is the current staffing headcount between first shift and second shift.

ANSWER: 10 employees first shift and 10 employees second shift

QUESTION #8: Please confirm that event cleaning is not part of the RFP.

ANSWER: Set ups are not included in the contract. See the solicitation for USCA event cleaning requirements.

QUESTION #9: Please confirm the strip and wax frequency for building 910. It is posted as 2/yr and 1/yr.

ANSWER: On a semi-annual basis top scrub and wax all resilient and non-resilient floors. Annually strip and wax all resilient and non-resilient floors.

QUESTION #10: Please provide a list of all equipment (make, model, quantity and age).

ANSWER:

2	Maximatic Vacuums 28"	(Windsor)	Fairly New
1	AutoScrubber Focus II	(Clarke)	2008
1	Floor Scrubber model SS24B2	(Windsor)	2000
1	Boost Scrubber Machine Fusion 201x	(Clark)	2008
2	Prizm Upholstery Cleaners	(Windsor)	2010
1	Carpet Machine Clipper Duo	(Windsor)	2010
1	T5 Auto Scrubber 24"	(Tennant)	2010
1	20" 2550 Burnisher ECHO20	(Tennant)	2010
2	Airmover 3 Portable blower	(Windsor)	<5 yrs old
4	VacPack		<5 yrs old
1	Kaivac 1250 No touch	(KaiZan)	2001
6	Vacuums Versamatic	(Windsor)	2011
2	Vacuums Versamatic	(Windsor)	2010

QUESTION #11: Please confirm that setups are not part of this RFP.

ANSWER: Set ups are not part of the solicitation.

QUESTION #12: Please confirm that window cleaning is for first floor windows only.

ANSWER: Window cleaning is for first floor only

QUESTION #13: Etherredge Center, Student Activities Center, Natatoruim. The scope of work call for (5) day per week cleaning. These locations are open on Saturday and Sunday. Please confirm whether cleaning in these buildings is expected and whether it should be a part of the contract or handled only on an as need basis through hourly billing.

ANSWER: Cleaning in these buildings is expected and it should be considered part of the contract. Some limited weekend cleaning may be required based upon building usage.

THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR F:

QUESTION #1: What is the average pay rates of the current employees for USCA?

ANSWER:

Temporary workers 7.35/hr

The 10 State workers are either a Band I average pay 15,743/yr or 7.57/hr or a band II average pay is 17,262/yr or 8.30/hr with benefits

Supervisor's pay is 21,216/yr no state benefits

QUESTION #2: Can you give the average student population for the Summer sessions?

ANSWER: Approximately 1100

QUESTION #3: How many FTE's are currently working with the custodial team? And are these FTE's 8 hour shifts?

ANSWER: 20 FTE's are currently working with the custodial team and work 8 hour shifts

QUESTION #4: Can you provide a list of the current equipment that USCA owns with the year purchased and model?

ANSWER:

2	Maximatic Vacuums 28"	(Windsor)	Fairly New
1	AutoScrubber Focus II	(Clarke)	2008
1	Floor Scrubber model SS24B2	(Windsor)	2000
1	Boost Scrubber Machine Fusion 201x	(Clark)	2008
2	Prizm Upholstery Cleaners	(Windsor)	2010
1	Carpet Machine Clipper Duo	(Windsor)	2010
1	T5 Auto Scrubber 24"	(Tennant)	2010
1	20" 2550 Burnisher ECHO20	(Tennant)	2010
2	Airmover 3 Portable blower	(Windsor)	<5 yrs old
4	VacPack		<5 yrs old
1	Kaivac 1250 No touch	(KaiZan)	2001
6	Vacuums Versamatic	(Windsor)	2011
2	Vacuums Versamatic	(Windsor)	2010

QUESTION #5: Please provide the annual budget for consumables which includes: paper towels, toilet paper, and trash can liners.

ANSWER: \$67,000/yr - this number includes all supplies not just toilet paper, paper towels and trash can liners

QUESTION #6: Does USCA currently own a lift for high dusting?

ANSWER: No

THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR G:

QUESTION #1: Please provide a list of current USCA-owned capital custodial equipment available for use by the successful contractor.

ANSWER:

2	Maximatic Vacuums 28"	(Windsor)	Fairly New
1	AutoScrubber Focus II	(Clarke)	2008
1	Floor Scrubber model SS24B2	(Windsor)	2000
1	Boost Scrubber Machine Fusion 201x	(Clark)	2008
2	Prizm Upholstery Cleaners	(Windsor)	2010
1	Carpet Machine Clipper Duo	(Windsor)	2010
1	T5 Auto Scrubber 24"	(Tennant)	2010
1	20" 2550 Burnisher ECHO20	(Tennant)	2010
2	Airmover 3 Portable blower	(Windsor)	<5 yrs old
4	VacPack		<5 yrs old
1	Kaivac 1250 No touch	(KaiZan)	2001
6	Vacuums Versamatic	(Windsor)	2011
2	Vacuums Versamatic	(Windsor)	2010

QUESTION #2: In the pre-proposal meeting, vendors were told the University uses 20 custodians in its current custodial program. Are any of the 20 used for cleaning/policing and/or annual turnover cleaning of student residence life facilities, or are all 20 custodians used strictly in academic and auxiliary facilities?

ANSWER: All 20 custodians are used strictly in academic and auxiliary facilities.

QUESTION #3: Please provide a number of campus special events for the past twelve months supported by the USCA custodial staff.

ANSWER: Event set ups are not included in the solicitation.

QUESTION #4: The RFP requires contractors to submit financial statements for the past two years. Will USC allow contractors to submit a current Dun & Bradstreet report in lieu of an audited financial statement?

ANSWER: No.

QUESTION #5: Please provide weights/values assigned to proposal evaluation factors.

ANSWER: No. The evaluation criteria for the solicitation are listed in the order of importance in the Evaluation Factors – Proposals clause in Section VI Award Criteria of the solicitation.

QUESTION #6: Please provide a revised list of buildings (without res life) to be considered in the RFP.

ANSWER:

901,902,903,904,905,905A,906,907,908,909,910,911,912,913,914,915,916,918,920,921,926, and 927.

THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR H:

QUESTION #1: During the meeting it was mentioned that USC currently has 20 employees performing the janitorial duties. The breakdown of that was 10 temporary workers and 10 state employees. Can you provide us with the current pay rates for the temporary and state employees; as well as the supervisors/managers' pay rates (such as Ms. Debbie Boatwright).

ANSWER:

Temporary workers 7.35/hr

The 10 State workers are either a Band I average pay 15,743/yr or 7.57/hr or a band II average pay is 17,262/yr or 8.30/hr with benefits

Supervisor's pay is 21,216/yr no state benefits

QUESTION #2: We would also like to reconfirm that the exterior window mentioned refers to the 1st floor level only?

ANSWER: Exterior window cleaning is limited to the 1st floor level only.

QUESTION #3: You had also mentioned about the supply usage at the briefing and that it would be provided in the upcoming addendums. We just wanted to confirm that the information will be posted in order for us to give you the best proposal possible.

ANSWER: Our estimated paper towel usage is 1608 cases/yr and our toilet tissue consumptions is 1,140 cases/yr. The current annual budget for all supplies is \$67,000.

THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR I:

QUESTION #1: Liability/Insurance. : Section III.J.6, page 28 of the RFP provides that we will be liable for damage or loss resulting from the wrongful acts and/or negligence of our employees. Section VII.B, page 38-39 of the RFP set forth the University's requirements regarding insurance coverage. We respectfully request the following insurance language be incorporated into the agreement. Note: we recently received approval from the State of South Carolina Materials Management Office for this same language in another proposal response.

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006)

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's negligent acts and omissions in its operations under the contract and for which the contractor may be legally liable; ~~whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:~~ (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification

– Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises -- Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual ~~, including specific provision for contractor's obligations under the provision entitled Indemnification Third Party Claims liability,~~ (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000
Products/Completed Operations \$1,000,000
Personal and Advertising Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a ~~signed, original~~ certificate of liability insurance (ACORD 25 ~~or equivalent~~). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name ~~every applicable using governmental unit (as identified on the cover page)~~ Clemson University as a Certificate Holder, ~~provide that the general aggregate limit applies per project,~~ and provide that coverage is written on an occurrence basis. (b) ~~Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, Certificate of Insurance shall include the Certificate Holder(s) as additional insured for liability coverages required herein (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory for losses arising out of Contractor's negligent acts and omissions during its performance under this agreement.~~ (c) ~~Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.~~

(5) ~~Contractor shall provide a minimum of thirty (30) days written notice to every applicable~~

~~using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.~~

~~(6)-The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.~~

In order to secure the best possible coverage, OFFEROR's insurance policies are obtained for the entire corporation as a whole and, where required by contract, liability policies include clients as additional insured parties. Additionally, OFFEROR will notify Clemson University of cancellation of coverage, not amendments or modifications that would have no impact on our operating contract. However, OFFEROR will provide certificates evidencing each of the insurance policies that will be maintained in compliance with the provisions of this RFP upon request by the University.

ANSWER: No, the University will not grant your request for your proposed insurance language to be incorporated into the Contractor's Liability insurance clause in Section VII-B of the solicitation.

QUESTION #2: Assignment: Section VII.A, page 34 of the RFP states the contract may not be assigned with the written consent of the Procurement Officer.

We respectfully request the following assignment language be incorporated into the agreement.

*"Assignment: Neither the University nor***** shall assign this Agreement without the prior written consent of the other; provided, however, that either party may assign the Agreement to an Affiliate without the consent of the other party. For purposes of this Agreement, "Affiliate" shall mean a company which controls, is controlled by or is under common control with the assigning party or its ultimate parent company."*

ANSWER: No, the University will not grant your request for your proposed assignment language to be incorporated into the Assignment clause in Section VII-A of the solicitation.

QUESTION #3: Indemnification: Section VII.A, page 35 of the RFP provides any term or condition that requires the University to indemnify anyone is void. Section VII.B, page 41 of the RFP provides the contractor will indemnify the State from all claims arising out of the services under the parties' agreement. We respectfully request the following indemnification language be incorporated into the agreement.

*"Indemnification: ***** will indemnify and hold University, its subsidiaries and affiliated companies, and their respective directors, officers and employees, harmless from any third party liability (including reasonable attorneys' fees and court costs) by reason of the grossly negligent acts or omissions of ***** , its employees or agents in performing*

its obligations under this Agreement. Notwithstanding the foregoing, if any damages, injury, loss or claim is caused by the negligence of both parties, the apportionment of said damages, injury, loss or claim shall be shared between both parties based upon the comparative degree of each party's negligence, and each party shall be responsible for its own defense and its own costs including but not limited to the cost of defense, attorneys' fees and witnesses' fees and expenses incident thereto.

University agrees to provide ***** with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. University agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without *****'s prior written approval; provided, however, that the foregoing shall not apply in the event that ***** has in writing rejected, denied or otherwise failed to reasonably and timely respond to the indemnification request with respect to such loss or claim. Each party agrees to cooperate fully with the other party in the investigation, defense and settlement of all such losses and claims."

ANSWER: No, the University will not grant your request for your proposed indemnification language to be incorporated into the Indemnification clause in Section VII-B of the solicitation.

QUESTION #4: Termination: Section VII.B, pages 39-40 of the RFP provide the basis and process for termination of the contractor for default. Section VII.B, pages 42-43 of the RFP provide the basis and process for termination of the contractor for convenience. There is no right afforded to the contractor regarding termination.

We respectfully request the following termination language be incorporated into the agreement.

"Termination: If at any time during the term of this Agreement, either party considers terminating the Agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party sixty (60) days' written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first ninety (90) days of operation under this Agreement."

*"Termination for Non-payment: In the event of a breach by University of the payment terms set forth in Paragraph __ of this Agreement, ***** shall give University written notice specifying the amount of such breach, and University shall have seven (7) days within which to cure such breach. If the breach is not cured within that time, ***** shall have the right to then terminate this Agreement by giving University seven (7) days' written notice of its intention to terminate."*

ANSWER: No, the University will not grant your request for your proposed termination language to be incorporated into the Termination for Convenience clause in Section VII-B of the solicitation.

QUESTION #5: We respectfully request the following hazardous substances; pre-existing conditions language be incorporated into the agreement.

*"Hazardous Substances; Pre-Existing Conditions. ***** has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to University or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at University 's Facilities or their surrounding premises; and such duties have not been included in the ***** Fee. University will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the Term of this Agreement, regarding such Hazardous Substances on the Facilities' premises. University will inform ***** of the presence of such Hazardous Substances and acknowledges that ***** employees will not be required to work in any location where they could be exposed to such Hazardous Substances. ***** has advised University that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by University or a third party retained by University . In no case will any ***** employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with University.*

****** will not be responsible for any conditions that existed in, on, or upon the Facilities before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. Notwithstanding the general indemnity provision contained below in Section __,] University will indemnify, defend and hold ***** harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys ' fees) that ***** may incur in connection with any Pre-Existing Conditions. The Parties acknowledge and agree that *****' s responsibilities hereunder are limited to the scope and substance of *****'s Management Services, as defined in the Exhibits to this Agreement."*

ANSWER: The University of South Carolina Aiken will not include hazardous substances; pre-existing conditions language in the contract.

QUESTION #6: We respectfully request the following limitation of liability language be incorporated into the agreement.

*"Limitation of Liability. *****'s liability shall not under any circumstances exceed the amount of the actual proceeds of insurance for the applicable claim (including the deductible*

portion), not to exceed the amount of the limits of insurance required in Paragraph __, above. In no event will either Party be liable to the other Party for any loss of business, business interruption, consequential, special, indirect or punitive damages.”

ANSWER: The University of South Carolina Aiken will not include limitation of liability language in the contract.

QUESTION #7: Would the State and the University consider extending the due date by 1 week?

ANSWER: No.

THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR J:

QUESTION #1: COULD YOU AGAIN CLARIFY THE SEVEN DAY WORK SITUATION THE LIBRARY AS OPPOSED TO THE FIVE WORK WK LISTED IN THE CONTRACT?

ANSWER:

The Library is open Monday - Thursday: 8am - 10pm

Friday: 8am - 5pm

Saturday: 12pm - 5pm

Sunday: 2pm - 10pm

Some trash removal, spill cleaning and other janitorial assistance may be needed on the weekend.

QUESTION #2: WOULD IT BE POSSIBLE TO ALL STRIPPING AND WAXING WORK ON SATURDAYS?

ANSWER: Please include your solution for floor care in your proposal for the RFP.

QUESTION #3: WILL CONTRACTOR BE ABLE TO USE EXISTING SUPPLIES THAT COLLEGE HAS ON HAND OR WILL THE CONTRACTOR NEED TO SUPPLY HIS OWN SUPPLIES ON SITE TO START THE CONTRACT AND THE SUPPLIES OF THE COLLEGE OFF LIMIT TO US?

ANSWER: The contractor will be prepared to start the contract with their own supplies. Although USCA will use due diligence to deplete any unnecessary inventory while maintaining adequate amounts to continually service the university until the start of the contract, the university requests that any useable remaining inventory be purchased by the

incoming contractor at a fair market price. The University will provide quantities and costs of supplies through recent invoices to determine a final cost.

QUESTION #4: HOW ARE PAYMENTS RENDERED ON THIS CONTRACT , ARE WE ABLE TO INITIATE A TERMS OF NET 10 OR 15 DAYS FOR DISCOUNT TO THE COLLEGE?

ANSWER: Please see Payment & Interest clause in Section VII Terms and Conditions – A. General of the solicitation. Yes, please see Discount for Prompt Payment table on Page Two of the solicitation and Discount For Prompt Payment clause in Section VII Terms and Conditions – A. General of the solicitation.

THE FOLLOWING QUESTION WAS RECEIVED FROM VENDOR K:

QUESTION #1: Please clarify event cleaning not being part of the rfp as opposed general cleaning at the convecation center.

ANSWER: Please see general cleaning requirements for the Convocation Center in the solicitation. USCA event cleaning is part of the solicitation.

THE FOLLOWING QUESTION WAS RECEIVED FROM VENDOR L:

QUESTION #1: I was wondering if we could have a 2 to 3 additional pages for the Executive Summary. The RFP ask for a one page Executive Summary, which will limit the ability to provide a good detailed overview of the proposal.

ANSWER: While the University would very much prefer a single page executive summary highlighting the contents of the submission in order to minimize the lengthiness of offeror's Executive Summary, it will not penalize offeror that uses more than one page for its Executive Summary.

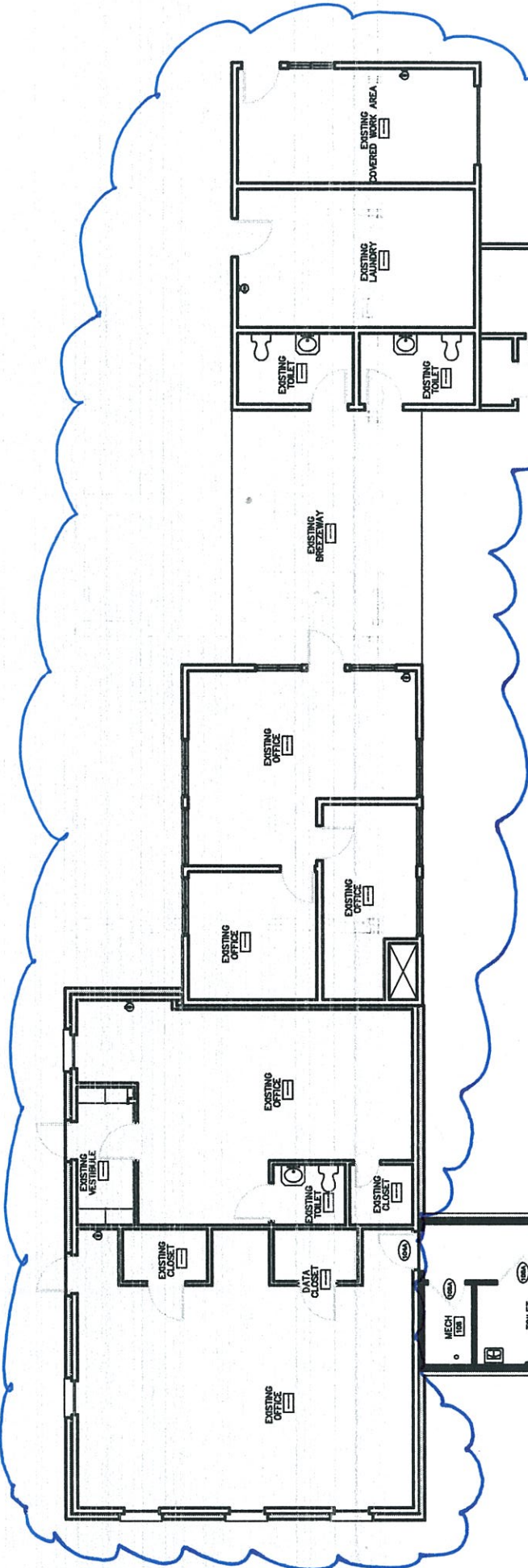
Additional information added to Section III Scope of Work / Specifications of the Solicitation:

In the general cleaning section for buildings 910, 921, 926, add: clean chalk boards, erasers and trays during each day, Monday through Friday, except University Holidays

In the Etherredge Center general cleaning section, item 4. Weekly Cleaning, add: Clean the Main theatre, vacuum and clean seats. Monthly cleaning please add: Clean the Experimental theatre, vacuum and clean seats

For All offices, include: Vacuum 2 times a week, trash removed every day, dust entire office 2 times a week

In the Convocation Center general cleaning section, include dust mop walking track and basketball courts daily and top scrub using a machine twice a week



This section included in contract

PACER DOWNS COMMUNITY BUILDING 927

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

