



UNIVERSITY OF SOUTH CAROLINA

AMENDMENT NO. 1 TO SOLICITATION

TO: ALL VENDORS

FROM: Charles Johnson, Procurement Manager

SUBJECT: SOLICITATION NUMBER: USC-RFP-2486-CJ

DESCRIPTION: Provide Hazardous and Universal Waste Transportation and Disposal for The University of South Carolina System

DATE: August 15, 2013

This Amendment **No.1** modifies the Requests for Proposals only in the manner and to the extent as stated herein.

Vendor Questions & Answers

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 FOLLOWING QUESTION WAS RECEIVED FROM VENDOR A:

QUESTION: On page 17 section 9, it stipulates that:

“Upon receipt by the TSD, lab packs must be de-packed for recycling or fuel blending, except when otherwise Specified by or approved by the University.”

We were wondering, would the University approve incineration for all lab packs? This is how we handle all the lab packs for MUSC and Clemson University.

ANSWER: The hierarchy of disposal methods is clearly listed in the RFP. The University wishes to maintain a high level of recycle/reuse disposal methods. A majority of the waste produced is lab packed and it is expected that the contractor will de-pack this material and recycle or fuel blend as much as possible.

THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR B:

QUESTION #1: In the waste inventory are all of the chemical constituents in one container? E.G. Waste Profile No. USC-110, Name: Waste Solvent is 1 55 DM containing all of the Chemical Constituents listed, correct?

ANSWER: The profiles listed in the RFP outline the most common chemical constituents. Depending on current research and volume, the constituents may change slightly. USC will be able to provide the contractor a list of chemicals that were consolidated in each profile prior to removal.

QUESTION #2: And that is the same for each profile number throughout the RFP?

ANSWER: The chemical constituents for most profiles listed remain constant. Any changes to the profiles will be discussed with the contractor prior to removal.

QUESTION #3: Who is the current contract holder for the Hazardous Waste Management Contract for USC? What is the average/ approximate annual spend on Hazardous Waste Management Services?

ANSWER: The current contract holder is Tradebe Environmental Services. The average/approximate annual spend is not pertinent to this RFP. Vendors wishing to receive such information are welcome to submit a Freedom of Information request to the USC Purchasing Department for the information.

THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR C:

QUESTION #1: What are the contract payment terms?

ANSWER: Net 30. Please refer to Payment & Interest clause in Section VII. Terms and Conditions – A. General of the solicitation.

QUESTION #2: Current industry practice includes an Energy/Fuel/Insurance surcharge fee structure. Is it acceptable to identify this fee separately, as long as it is disclosed?

ANSWER: Yes.

QUESTION #3: Is each campus on its own individual service schedule are vendors required to perform a 'sweep' servicing all regional campuses on the same schedule?

ANSWER: Removal of waste from the regional campuses will be performed during a one week time period during the summer. This service will be coordinated between the contractor and the hazardous waste manger.

QUESTION #4: Confirm the need for one chemist on site weekly. How many hours? Is this just at the Columbia campus?

ANSWER: This service will only be required in extreme situations where the EHS office is short of personnel and need additional help to remove waste from the campus. Likely, the hazardous waste manager will be aware of this need in advance and will contact the contractor prior.

THE FOLLOWING QUESTION WAS RECEIVED FROM VENDOR D:

Section C – Contractor Qualification: PG 15

QUESTION 1 – The primary contractor must be able to furnish valid attorney certified copies of the these documents within 10 days of the posting of intent to award.

Please clarify USC is wanting a notarized copy of the permits by an attorney.

ANSWER: An attorney notarized copy of the permits will be accepted.

THE CONTRACTOR'S LIABILITY INSURANCE CLAUSE IN SECTION VII. TERMS AND CONDITIONS – B. SPECIAL OF THE SOLICITATION HAS BEEN REMOVED/DELETED IN ITS ENTIRETY. THE FOLLOWING INSURANCE CLAUSE HAS BEEN ADDED TO SECTION VII. TERMS AND CONDITIONS – B. SPECIAL OF THE SOLICITATION.

Insurance

Certificates of Insurance shall be delivered to the University within fifteen (15) days following the date of notice of contract award. Such certificates shall also indicate the requirement for advance notice of termination or cancellation of or change in coverage. The contractor must furnish a statement of Worker's Compensation as required by law, or a statement that the contractor is self-insured and will not file a claim against USC. All insurance policies shall be issued by a company or companies with at least a "A" Best rating or rating equivalent and shall be qualified to do business in the State of South Carolina.

The Contractor agrees to provide the following minimum insurance coverage during the term of the contract:

1. Worker's compensation: in accordance with the statutory limits set by the State of South Carolina.
2. General Liability & Property Damage: the contractor will provide and maintain during the life of this contract such General Liability and Property Damage insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for property damage or personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations are conducted by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of insurance shall be as follows:
3. General Liability Coverage, on a Comprehensive Broad Form, on an occurrence basis, in the minimum amount of \$5,000,000/\$10,000,000 Combined Single Limit. Contractor's contractual liability should be included within the limits set forth above. Defense cost shall be in excess of the limit of liability. The University of South Carolina, its officers and employees shall be named as an Additional Insured.
4. Automobile Liability Insurance, covering all owned, hired and non-owned vehicle, used in connection with the contract to include coverage for liability, comprehensive and collision. The minimum limits shall be \$5,000,000 Combined Single Limit for bodily injury and property damage; \$250,000 Uninsured/Under-uninsured Motorists; \$1,000 medical payment; Pollution Liability for \$2,000,000 sudden and accidental. The University of South Carolina, its officers and employees shall be named as an Additional Insured.
5. Environmental Impairment Liability Coverage, with the minimum available limit of \$10,000,000 for non-sudden, sudden and accidental. Defense costs shall be in excess of limits. This coverage shall be effective upon the date required by the regulatory agency or the receipt of hazardous waste, whichever occurs first. The University of South Carolina, its officers and employees shall be named as an Additional Insured.

6. The Contractor shall maintain Excess/Umbrella Liability insurance, on an occurrence basis, in the amount of \$10,000,000/\$10,000,000 aggregate. The University of South Carolina, its officers and employees shall be named as an Additional Insured.
7. The University'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.

Insurance Requirement: The successful offeror must provide a copy of its Liability Insurance certificate within ten (10) days upon the posting of the intent to award statement or statement of award and on each anniversary date thereafter attesting to such insurance coverage.