



# UNIVERSITY OF SOUTH CAROLINA

AMENDMENT NO. 2 TO SOLICITATION

TO: ALL VENDORS

FROM: Charles Johnson, Procurement Manager

SUBJECT: SOLICITATION NUMBER: USC-RFP-2714-CJ

DESCRIPTION: Visitor Revenue Program for The University of South Carolina System

DATE: October 24, 2014

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This Amendment **No. 2** modifies the Requests for Proposals only in the manner and to the extent as stated herein.

**The Deadline for Receipt of Proposals for the Solicitation (SUBMIT OFFER BY) has been changed to November 5, 2014 at 3:00 PM.**

**The Award Posting Date has been changed to November 7, 2014.**

**Additional Clauses have been added to Section III of the solicitation.**

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BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT **NO. 2** 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 CLAUSES HAVE BEEN ADDED TO SECTION III SCOPE OF WORK / SPECIFICATIONS OF THE SOLICITATION:**

Payment and Reporting Requirements

On a calendar month basis, the contractor shall return to the University a percentage fixed revenue share of total commission earned for visitor nights. The contractor shall be responsible for sales tax and shall not deduct such from the percentage fixed revenue share of total commission owed the University.

The appropriate percentage fixed revenue share of total commission payment earned from visitor nights shall be in the form of an electronic transfer to a University account which number will be provided to the contractor prior to beginning of the contract, and this amount shall be electronically transferred to the University on or before the fifteenth (15th) day of each month for the percentage fixed revenue share of total commission during the preceding month.

The contractor shall understand and agree that the University will be financially damaged if it does not receive the appropriate percentage fixed revenue share of total commission payment within the time frame specified above. Therefore, the contractor shall pay damages to the University in the amount of one-half percent (½%) per day of the percentage fixed revenue share of total commission payment due for the reporting period. Such damages shall be payable for each day that the percentage fixed revenue share of total commission payment for the reporting period is late.

The contractor must include with the monthly percentage fixed revenue share of total commission payment a detailed Excel report of contractor's total commission earned for visitor nights for the reporting period. The report must be emailed to the University within fifteen (15) days after the end of each month at an email address to be provided in the contract. The format of such report must be approved by the University.

The Contractor is required to provide the University with detailed data concerning the contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, monthly percentage fixed revenue share of total commission payments paid to the University. The Contractor shall provide complete monthly and academic year reports of monthly percentage fixed revenue share of total commission payments.

Report data shall include but not be limited to: monthly percentage fixed revenue share of total commission payments to the University.

The Contractor shall maintain complete and accurate records of all monthly percentage fixed revenue share of total commission payments to the University and financial transactions in accordance with accepted industry accounting standards and shall keep all such financial records and statements pertaining to the visitor revenue program operations at the university for a period of seven (7) years from the close of each contract year's operation. The university, or a

designated representative, reserves the right to audit the Contractor's financial and operational records annually or more frequently if required.

#### Audit Requirements

The contractor shall agree that the University and/or its designee may audit, examine, and copy any and all books, records, and information relating to the operation of the visitor revenue program contract. The contractor shall keep and maintain all records for a minimum of seven (7) years following contract expiration/termination/cancellation, or until audited by the University, whichever occurs first.

#### Contractor Relationship

The relationship of the contractor to the University shall be that of an independent contractor, and nothing contained herein shall be construed to create an agency relationship on the part of the contractor.

Any and all employees of the contractor, while engaged in the performance of any work or services required by the contract, shall not be considered employees of either the University or the State of South Carolina.

The contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the University, its agents and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

The contractor shall be responsible for the acts and omissions of all the contractor's employees, subcontractors, subcontractor's employees, agents, agent's employees and all other persons providing visitor revenue program service(s) associated with the contract.

Personnel issues associated with the contractor's employees shall be the contractor's sole responsibility. The contractor must comply with all applicable governmental regulations related to the employment and payment of the contractor's employees.

The contractor understands and agrees that the University shall have no direct control over employees of the contractor. Any provision for such control shall be exercised only through the contractor or the contractor's designated representative.

#### Design for Initial Page of Contractor's Portal

Contractor must work with the University to create a design for the initial page of the contractor's portal that lists participating hotels and must receive written approval from the University on the initial design and any changes that may be made to the design during the term of the contract. The University must approve participating hotels and may, in its sole discretion, require hotels to be removed from the listing

if it determines that there is potential harm to the University in portraying the hotel as a “Preferred Provider.” The University will also retain the right to feature the Inn at USC as an on-campus location and this location may be exempt, at the University’s discretion, from this contract.