



UNIVERSITY OF SOUTH CAROLINA

AMENDMENT NO. 3 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 29, 2014

This Amendment No. 3 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) is November 5, 2014 at 3:00 PM.

The Award Posting Date is November 7, 2014.

Attached are revisions to clauses previously added in Amendment No. 2.

BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 3 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

Payment and Reporting Requirements

On a quarterly 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, if any, 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, or by check payable to the University of South Carolina with a commercially reasonable period of time. All payments will be accompanied by supporting documents.

The contractor must make available to the University with the quarterly payment detailed information to support the commission generated for the University during the quarter.

The Contractor is required to make available to the University 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 with respect to commission's earned by the University to verify the data.

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 University of South Carolina's 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.