



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

AMENDMENT NO. 3

TO: ALL VENDORS
FROM: Lana Widener
SUBJECT: USC-RFQ-2555-LW
Relocate SIX Research Labs and Equipment
DATE: March 13, 2014

This Amendment No. 3 modifies the Request for Quotes only in the manner and to the extent as stated herein.

- ITEM ONE:** **DUE DATE EXTENDED TO TUESDAY, MARCH 18, 2014**
The due date for the quotes has been extended to March 18, 2014, no change in time.
- ITEM TWO:** **REVISED BID SCHEDULE TO ADD LINE ITEM FOR ADDITIONAL \$1.5 MILLION INSURANCE COVERAGE**
- ITEM THREE:** **REVISED: CONTRACTOR'S LIABILITY INSURANCE REQUIRED**
CONTRACTOR'S LIABILITY INSURANCE: (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 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 therefrom; (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, (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). 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) 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, (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. (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.

Insurance Requirements: The successful bidder must provide a copy of its liability insurance certificate within seven (7) days upon the posting of the intent to award or the statement of award.

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

Firm

Date

REVISED BID SCHEDULE
(Amendment No. 3)

COMMODITY (MATERIALS)

Item	Qty	Unit of Measure	Description	Extended Price
1	1	lot	Material to relocate office equipment, supplies, and miscellaneous office items from 5 research labs in Barnwell College and 1 lab in Graduate Science Research building to the Discovery building conforming to the specifications.	\$ _____

Resident Vendor Preference _____
 SC End Product Preference _____
 US End Product Preference _____

Note: The commodity preferences do not apply to a single unit of an item with a price in excess of \$50,000 or a single award with a total potential value in excess of \$500,000. [11-35-1524(E)(2)]

SERVICES (LABOR)

Item	Qty	Unit of Measure	Description	Extended Price
2	1	Job	Labor to relocate office equipment, supplies, and miscellaneous office items from 5 research labs in Barnwell College and 1 lab in Graduate Science Research building to the Discovery building conforming to the specifications. Some offices may require that the Contractor pack boxes.	\$ _____

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.

Item	Qty	Unit of Measure	Description	Extended Price
3	1	Job	\$1.5 million insurance coverage to fix/repair or replace at current market value research lab equipment	\$ _____

TOTAL (Items 1-3): \$ _____