



# UNIVERSITY OF SOUTH CAROLINA

AMENDMENT NO. 3 TO SOLICITATION

TO: ALL VENDORS

FROM: Charles Johnson, Procurement Manager

SUBJECT: SOLICITATION NUMBER: USC-IFB-3079-CJ

DESCRIPTION: University of South Carolina Aiken Custodial Services

DATE: January 25, 2017

---

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

Removal of the Additional Contractual Requirement – Employment clause from the solicitation

Revised/Modified Additional Responsibilities Of The Contractor clause from Section III of the solicitation

Revised/Modified Contractor’s Liability Insurance – General clause from Section VII-B of the solicitation

---

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

**The Additional Contractual Requirement – Employment clause which was added to the Solicitation in Amendment 2 to the Solicitation has been removed/deleted from the solicitation.**

**The Additional Responsibilities Of The Contractor clause in Section III of the Solicitation has been revised/modified and now reads as follows:**

**ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR**

Event set ups and furniture movement/relocation services **are** to be included in **bidder's** responses. Event set up includes, but is not limited to, set up and break down of outdoor tents, staging, tables, chairs, podiums and other related event equipment.

Removal of trash from outdoor receptacles, including parking lots, shall be included in the bidder's responses.

Approximate number of event set ups per month – 45

Approximate number of Tent set ups per month -4, with the exception of the month of April where there is an approximate number of 12 due to university athletic and other special events.

*The University currently employs one (1) full time employee (Buildings and Grounds Specialist III) to whom the successful offeror (contractor) shall provide daily oversight of. This individual will have reporting responsibilities to both the contractor and the University contract liaison.*

*The University employee has 31 years of employment service and currently directs a team of 4-5 contracted employees to perform set-ups and tear-downs of portable furniture and equipment for special campus events. This individual also serves as a project team leader and inspects work to ensure it has been done properly as well as helps establish priorities and plan work schedules for special projects set-ups.*

*Should a separation of employment occur, the University will not refill the position and it will become the responsibility of the contractor to utilize any staffing methods to compensate for loss of this slotted position while continuing to carry out all requirements specified within the scope of work for the solicitation.*

**The Contractor's Liability Insurance – General clause in Section VII-B of the Solicitation has been revised/modified and now reads as follows:**

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the

right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

**Insurance Requirements: Successful offeror (contractor) must provide a copy of its liability insurance certificate within ten (10) days upon the posting of the intent to award statement or award statement and on each contract anniversary date thereafter attesting to such insurance coverage.**