



UNIVERSITY OF SOUTH CAROLINA

AMENDMENT NO. 4 TO SOLICITATION

TO: ALL VENDORS
FROM: Caleisha Hayes, Procurement Manager
SUBJECT: SOLICITATION NUMBER: USC-FPB-3206-CH
DESCRIPTION: PROVIDE TEMPORARY PATIENT NAVIGATION SERVICES
DATE: October 19, 2018

This Amendment No. 4 modifies the Fixed Price Bid only in the manner and to the extent as stated herein.

The provision entitled “Contractor’s Liability Insurance – General” has been modified.

Bidders who have already submitted their bids may return this amendment in person, by mail or email.

OFFERORS SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 4 IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR RESPONSE TO THE SOLICITATION. FAILURE TO DO SO MAY SUBJECT THE RESPONSE TO THIS REQUEST FOR PROPOSALS TO REJECTION.

Authorized Signature

Name of Offeror

Date

USC-FPB-3206-CH

The following provision is modified as follows:

CONTRACTOR'S LIABILITY INSURANCE - GENERAL

(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.

CCPN will reimburse individual Contractors that are added to the awarded vendors list for general liability insurance. Any companies that are added to the awarded vendors list will be responsible for the cost of general liability insurance coverage for its employees.

(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.

The successful bidder must provide proof of insurance to the Purchasing Department (Attention: Caleisha Hayes) either by mail/in person at 1600 Hampton Street, Suite 606, Columbia, SC 29208 or by email to caleisha@mailbox.sc.edu within ten (10) days upon the posting of the intent to award or statement of award and on each contract anniversary date thereafter attesting to such insurance coverage. Proof of insurance from any insurance firm is acceptable. Adequate proof of insurance (auto, worker's compensation and general liability) is required before a purchase order will be issued for payment.

(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.

The requirement for auto liability insurance above does not apply to individuals who would like to be considered for the Junior Patient Navigator positions (Levels 1 and 2), as these positions do not require travel. However, if an individual awarded a contract for a Junior Patient Navigator later becomes qualified for a higher position, that individual will be required to obtain the auto liability insurance as stated herein.

The Worker's Compensation portion of the liability insurance does not apply to individuals submitting bids in response to this solicitation.