



Amendment #1

Solicitation Number	RFP-2455
Amendment Date	07/15/2024
Purchasing Officer	Paul J. MacDonald
Phone	(843) 661-1134
E-Mail Address	pmacdonald@fmarion.edu

DESCRIPTION: **Provide Consulting for Accreditation of Physician Assistant Program.**

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): **07/23/2024 @ 2:00 PM EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **07/11/2024 @ 11:00 AM EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, one (1) electronic copy, three (3) copies in hard copy clearly marked "COPY", one (1) redacted copy in hard copy and one (1) redacted electronic copy. Financial Considerations must be submitted in one separate, sealed envelope.**

MAILING ADDRESS: Francis Marion University Purchasing Office P.O. Box 100547 Florence, SC 29502-0547	EXPRESS SHIPPING ADDRESS: Francis Marion University Central Receiving 4822 E. Palmetto Street Florence, SC 29506	HAND-DELIVERY: Francis Marion University Purchasing Office (Room 102) Stokes Administration Building 4822 E. Palmetto Street Florence, SC 29506
--	--	---

CONFERENCE TYPE: N/A DATE & TIME: N/A As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: N/A
---	----------------------

AWARD & AMENDMENTS	A Notice of Intent to Award will be posted at the Physical Address stated above on 07/30/2024 . The award, this solicitation, and any amendments will be posted at the following web address: http://www.fmarion.edu/about/solicitationsawards
--------------------	--

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above) DATE SIGNED	

(See "Signing Your Offer" provision.)

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Address
	Area Code - Number - Extension Facsimile
	E-mail Address (please include)

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address (check only one)	___ Order Address same as Home Office Address ___ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
---	----------------------	----------------------	----------------------	-------------------------

Amendment 1

RFP- 2455- Provide Consulting for Accreditation of Physician Assistant Program

AMENDMENTS TO SOLICITATION

- (a) The Solicitation may be amended at any time prior to opening.
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment.
- (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Modifications

The following have been **added** or **changed/removed** or **emphasized**:

Page 22, Section V. (a) Additional Qualifications:

- ~~All assigned~~ **At least one** assigned consultants must have their MPAS degree.

Section VII. CONTRACTOR'S LIABILITY INSURANCE (MAR 2013) [07-7B056-1] has been removed.

Added to Section VII. B.

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]

Questions from Vendors

Question 1	We intend to work together as co-consultants, however one consultant has an LLC, and the other is a sole proprietor, and neither is ‘subcontracting’ on behalf of the other. Should we submit separate proposals?
Answer	If operating as co-consultants, the proposed solution should be submitted <u>as a single proposal</u> , even if multiple entities will be providing the resultant solution. When providing offeror information, both consultants should provide their business details e.g., provide a Vendor Application Form (Attachment 4) and Open Trade Representation Form (Attachment 2) for each entity providing the solution, provide Nonresident taxpayer registration affidavit (Attachment 3) for each entity for which the form applies.
Question 2	Should we respond to the scope of work for all phases of the project or just the first phase?
Answer	Please respond to the Scope of Work for all phases of the project. The University recognizes that all phases of the project may vary in their requirements as the ongoing efforts for University accreditation progress.
Question 3	We perform our work in good faith with the best intentions of the University’s program, however we cannot offer a guarantee regarding the various outcomes of the ARC-PA accreditation decisions. Can wording be included to that effect in the contract?
Answer	The University acknowledges that the awarded contractor cannot guarantee results related to the University’s efforts to obtain ARC-PA accreditation.
Question 4	Will the \$1,000,000 auto insurance apply to rental cars we may use in the course of onsite business with the university?
Answer	CONTRACTOR’S LIABILITY INSURANCE (MAR 2013) [07-7B056-1] has been replaced with CONTRACTOR’S LIABILITY INSURANCE GENERAL (FEB 2015) [07-7B056-2] – see modifications above. Further, per (i.) of CONTRACTOR’S LIABILITY INSURANCE GENERAL (FEB 2015) [07-7B056-2], the University will accept that any individual doing business related to this contract shall have individual auto insurance coverage including coverage for such automobile utilized in the State of South Carolina. Regardless, the University, and the State of South Carolina, or anyone employed by either shall not be held liable in the event of an automobile insurance claim by the contractor or his/her employee(s).
Question 5	Can you explain the Worker’s Compensation insurance in VIIB page 29? Is that additional insurance the contractor is expected to have in addition to the general liability insurance?
Answer	CONTRACTOR’S LIABILITY INSURANCE (MAR 2013) [07-7B056-1] has been replaced with CONTRACTOR’S LIABILITY INSURANCE GENERAL (FEB 2015) [07-7B056-2] – see modifications above. Further, per (i.) of CONTRACTOR’S LIABILITY INSURANCE GENERAL (FEB 2015) [07-7B056-2], the University does not require the offeror to obtain/maintain Worker’s Compensation insurance. Regardless, the University, and the State of South Carolina, or anyone employed by either shall not be held liable in the event of a worker’s compensation claim by the contractor or his/her employee(s).

Question 6	Can you confirm additional information about South Carolina Taxes? If there is an LLC that is out of state and individually, I am a non-resident of SC, I have to file my business as a New Business with the state of South Carolina and complete Attachment 3. Is that correct? What if I am a sole proprietor?
Answer	Per Section 12-8-550 (A) of the South Carolina Code of Laws, "... This section does not apply to a nonresident which registered with the Secretary of State or the Department of Revenue and by that registration agreed to be subject to the jurisdiction of the department and the courts of this State to determine its South Carolina tax liability, including withholding and estimated taxes, together with any related interest and penalties. Registering with the Secretary of State or the department is not an admission of tax liability nor does it require the filing of an income tax or franchise (license) tax return. If the person hiring [Francis Marion University, added for clarity], contracting, or having a contract with a nonresident obtains an affidavit from the nonresident stating that the nonresident is registered with the department or with the Secretary of State, the person is not responsible for the withholding." File as a nonresident business at this website: https://businessfilings.sc.gov/BusinessFiling/Entity/Search
Question 7	Page 22 of the contract states that all assigned consultants must have their MPAS degree, but page 15 does not have that requirement. Can you provide clarity as to the requirements for assigned consultants?
Answer	See modification to solicitation above editing Page 22, Section V. (a) Additional Qualifications to solicitation.
Question 8	Should we also submit a redacted electronic bid for the separate cost bid?
Answer	Offeror is required to submit a redacted electronic bid for the separate cost bid. Electronic copy of proposal, Electronic Redacted copy of proposal, Electronic copy of cost bid file, and Redacted Electronic copy of cost bid file can be included on the same USB as long as files are saved separately on that USB.

Vendor:

Authorized Signature: _____
 (Same signature as individual who signed cover page of the solicitation)

Date: _____

END OF AMENDMENT 1