



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

AMENDMENT NO. 1 TO SOLICITATION

TO: ALL VENDORS

FROM: Kevin Sanders, Procurement Manager

SOLICITATION NUMBER: USC-IFB-2140-KS

**SUBJECT: Propane Kit/Fuel**

DATE: February 9, 2012

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This Amendment **No.1** modifies the Invitation for Bids only in the manner and to the extent as stated herein.

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BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT **NO. 1** 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 AWARD & AMENDMENTS PORTION OF COVER PAGE OF THE SOLICITATION HAS BEEN MODIFIED / REVISED AND NOW READS AS FOLLOWS:**

Award will be posted at the Physical Address stated above on **2/20/2012**. The award, this solicitation, and any amendments will be posted at the following web address: <http://purchasing.sc.edu>

**THE SUBMISSION OF QUESTIONS CLAUSE IN SECTION II INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS OF THE SOLICITATION HAS BEEN MODIFIED / REVISED AND NOW READS AS FOLLOWS:**

**SUBMISSION OF QUESTIONS**

**Mark envelopes on questions mailed:**

**QUESTIONS: USC-IFB-2140-KS**

**Title:** Propane Kit/Fuel

**Attn.: Kevin Sanders**

**THE DEFAULT – SHORT FORM CLAUSE IN SECTION VII TERMS AND CONDITIONS – B. SPECIAL OF THE SOLICITATION HAS BEEN REMOVED FROM THE SOLICITATION. THE FOLLOWING DEFAULT CLAUSE HAS BEEN ADDED TO SECTION VII TERMS AND CONDITIONS – B. SPECIAL OF THE SOLICITATION:**

DEFAULT (JAN 2006):

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

**THE FOLLOWING CLAUSE HAS BEEN ADDED SECTION II  
INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS OF THE  
SOLICITATION:**

OFFERING BY LOT (JAN 2006): Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.