

#### AMENDMENT NO.1 TO SOLICITATION

TO:	ALL VENDORS
FROM:	Leann Cudd, Procurements Specialist
SUBJECT:	SOLICITATION NUMBER: USC-RFQ-3090-LC Provide all Labor, Materials, and Equipment for Staging Commencement Exercises – USC Beaufort
DATE:	February 13, 2017

This Amendment No. 1 modifies the Request for quote only in the manner and to the extent as stated herein.

### ITEM #1: Add the following bid clause to USC-RFQ-3090-LC:

PAYMENT & INTEREST (MAY 2011): (a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and postjudgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

**NOTE:** No deposits will be paid for services and rentals to the contractor.

## ITEM #2: Delete and Add the following to the specifications to DRY PLAN – LOCATION: LIBRARY PLAZA

Delete Item #1 in its entirety and Replace with the following:

- 1. Stage: Estimate will need to get exact measurement during site inspection.
  - a. Size: w 20' x I 56' x h 21/23"
  - b. 2 sets of steps 2 steps high with one hand rail for 1 right side and 1 left side of stage
  - c. 2 ramps from portico to stage weight bearing and wheelchair accessible
  - d. Carpet cover neutral color (dark grey graphite) All seams must be taped
  - e. Stage skirting and clips cover 2 ends and front black
  - f. Black hand rails along the open areas on the back of the stage 4 ft on either end and 8 ft across the center.

# ITEM #3: Delete and Add the following paragraph to RAIN PLAN – RECEREATIONAL CENTER-GYMNASIUM

4. Delivery date: Rain plan will be called no later than 8 am on Wednesday, April 26, 2017. Set up can begin no earlier than 10:00 AM on Thursday, April 27, 2017. Set up must be completed by 3 pm on Thursday, April 27, 2017. Chairs must be clean. Diagram is attached. USCB staff will be available to help answer any questions concerning required set up.

## ITEM #4: Add the Following Diagrams:

- 1. Dry Plan Diagram
- 2. Dry Plan Stage
- 3. Rain Plan Diagram

## ITEM #5: Vendor Questions and Answers, see page 3

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

## **VENDOR QUESTIONS**

#### **Question #1**

Is there a requirement in Bluffton on the number of chairs being tied together in the gymnasium or on the lawn?

#### Answer #1

Yes. USC falls under state fire marshal requirements which stipulate that if more than 250 chairs are set up, at least three chairs should be tied together.

**Question #2** What is the maximum capacity for the gym?

#### Answer #2

The maximum capacity is 1,844. The specs and diagram detail the number of chairs and setup

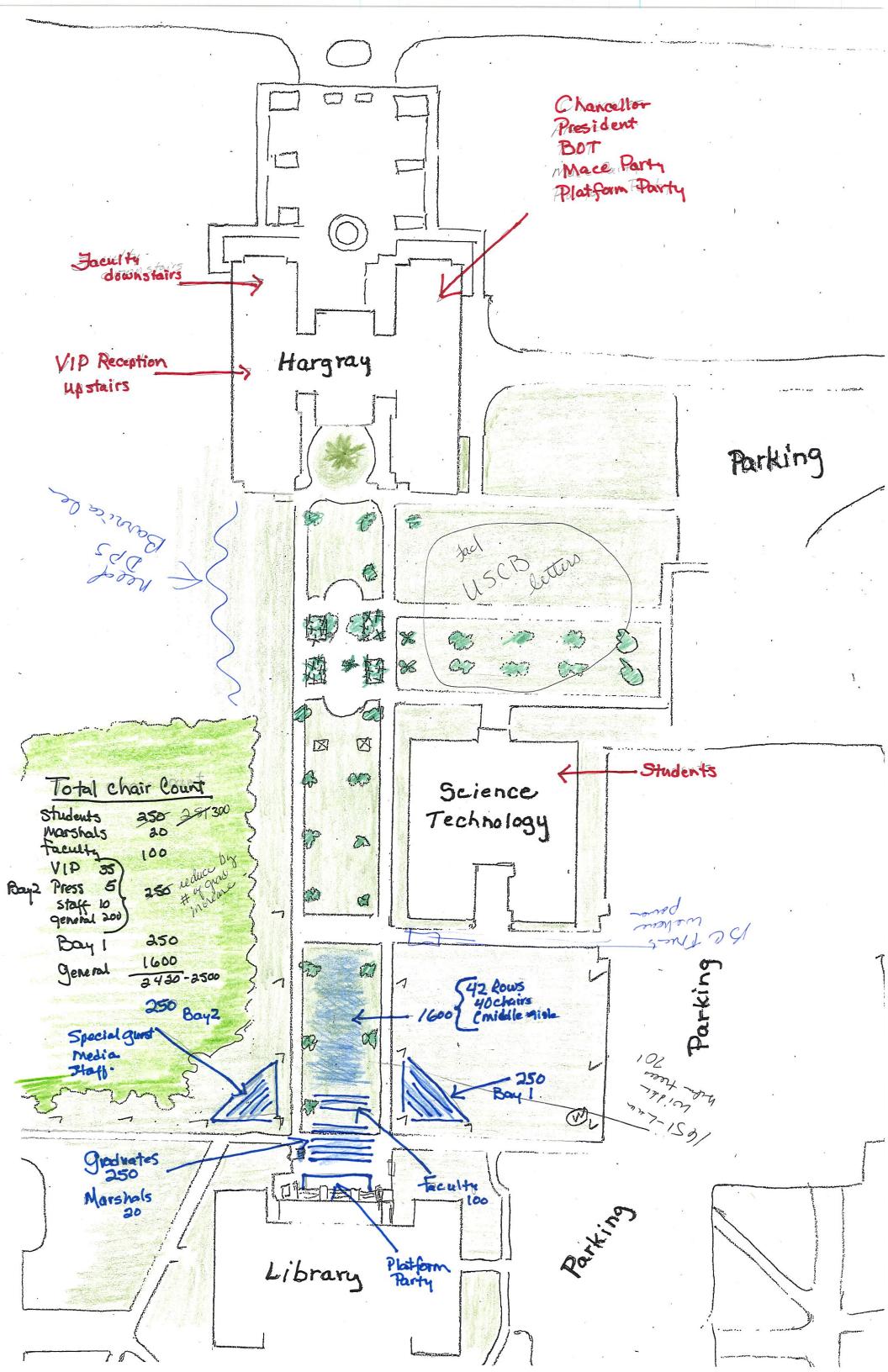
**Question # 3** Are there any photos of the gymnasium?

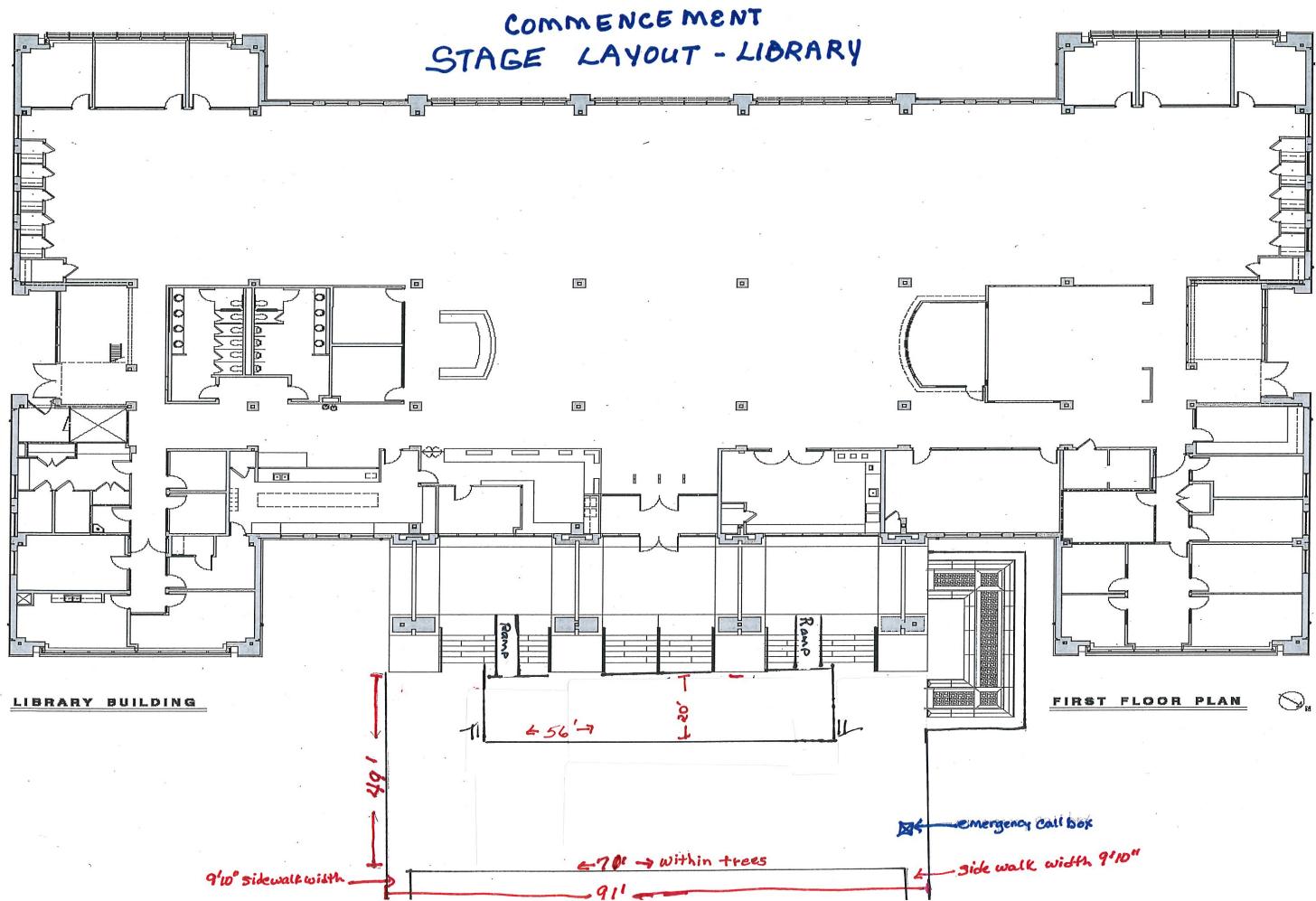
Answer #3 No.

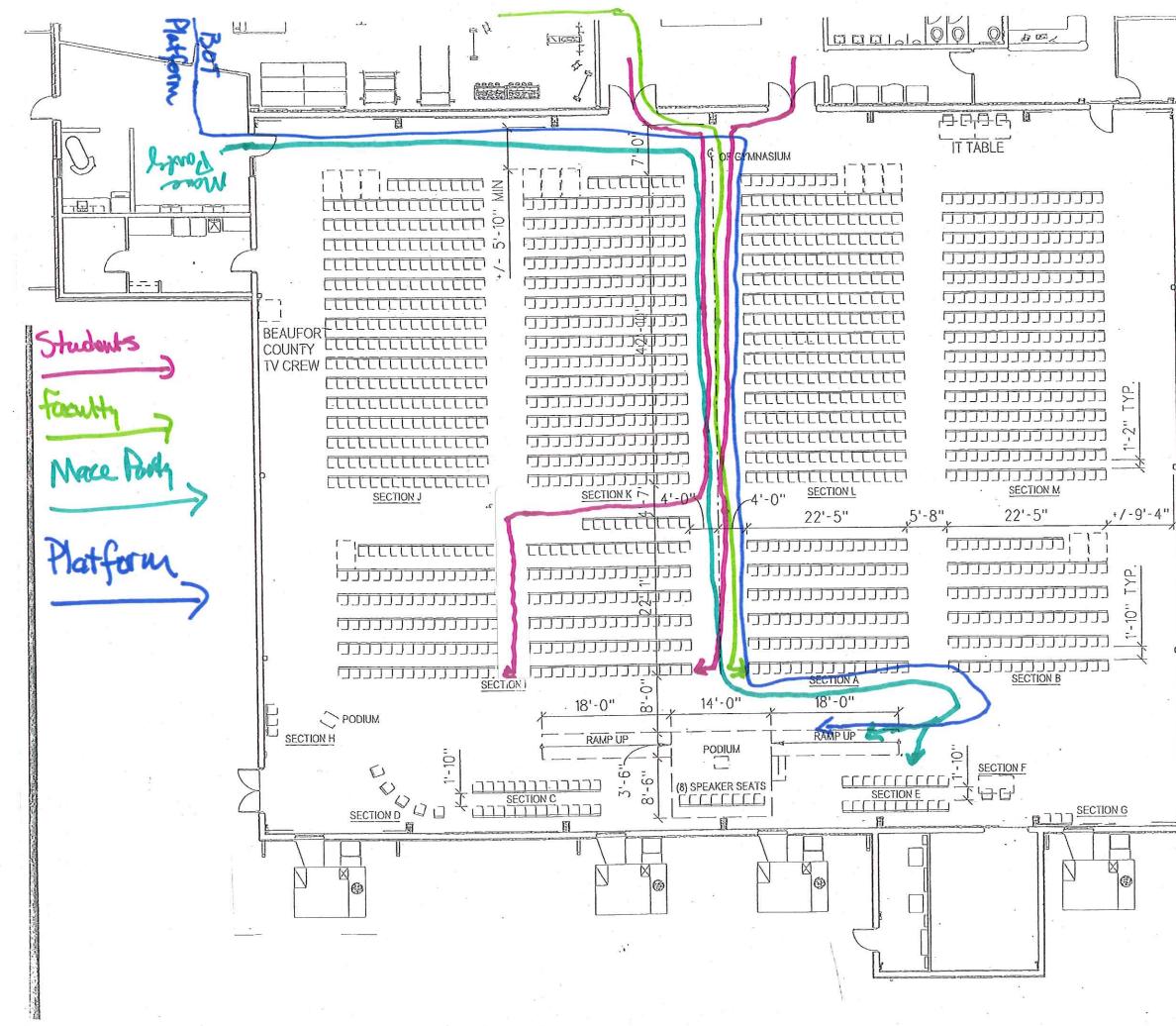
**Question #4** Is there a layout of the gymnasium for set up?

**Answer #4** Yes. Refer to attached gymnasium diagram.

END OF AMENDMENT #1







Section A = Faculty = 90 B: Special quest = 84 + 2 wheelchair C = Chorus = 24 D = Guintet = 5 Platform overflow = 20 (BJHECIBOT) E= F= Alumnitable = 2 Photosmpher = 3 6= H = Annomicer = 3 Students (current 202-1 T reed to add : 255 (234+16) 53 T = 234 + 3 wheel chair 234 + 3 Wheel chaw 948 234+3 wheel chain , 32. 0 239 + 3 wheel chain M 916 rain tidet + IT Table H red to jit 1442 reduce 1199 May secting = 1416 May capacity = 1440 Nedwas Gen sealing Adduschstoff 10 Public Safety