



AMENDMENT NO. 1 TO SOLICITATION

DATE: March 13, 2018
TO: ALL VENDORS
FROM: Tracy Fountain
SUBJECT: USC-IFB-3261-TF
DESCRIPTION: **Furnish, Deliver, Removal and Labor of Materials and Rental Equipment for Staging Commencement Exercises at USC Beaufort at the Bluffton Campus**

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

Item #1 **Delete** on Cover Page of USC-IFB-3261-TF

“Mandatory” from Conference Type

Delete Bid Clause in Section II. of USC-IFB-3261-TF

SITE VISIT- MANDATORY (JAN 2006) – See Site Visit Clause. Your failure to attend site visit shall result in rejection of your offer. [02-2B145-1]

Add Bid Clause in Section II. of USC-IFB-3261-TF

SITE VISIT (JAN 2006): A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B165-1]

Item #2 **Replace:** Website Address in Section I. of USC-IFB-3261-TF
AMENDMENTS TO SOLICITATION (JAN 2004)

<http://purchasing.sc.edu>

Item #3 **Delete** Bid Clause in Section I. of USC-IFB-3261-TF

REJECTION/CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

Add Bid Clause in Section I. of USC-IFB-3261-TF

REJECTION/CANCELLATION: This solicitation does not commit the State of South Carolina to award a contract, to pay any costs incurred in the preparation of an offer, or to procure or contract for the articles of goods or services. The State may cancel this solicitation in whole or in part. The State may reject any or all offers in whole or in part. [Section 11-35-1710 & R.19-445.2065]

Item #4: **Add** Bid Clause in Section I. of USC-IFB-3261-TF

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

Item #5: **Delete** Bid Clause in Section I. of USC-IFB-3261-TF

VENDOR REGISTRATION MANDATORY (JAN 2006): You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with

the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145- 1]

Item #6 Change “Price” to “Bid Price” for Price to include shipping.,
in Section III. of USC-IFB-3261-TF

Item #7 Clarification in Section III. of USC-IFB-3261-TF

Delivery dates and Take down date identified in both the Dry Plan and Rain Plans are for the first year of the contract only.

Item #8 Replace “MINORITY PARTICIPATION” Bid Clause in Section IV. of
USC-IFB-3261-TF to be submitted with Bid

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? Yes No

Is the bidder a Minority Business certified by another governmental entity? Yes No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

Item #9 Delete Bid Clause in Section II. of USC-IFB-3261-TF

Regulation 19-445.2152(B)(1) provides as follows: “(1) The State of South Carolina Standard Equipment Agreement will be used in all cases unless modifications are approved by the designated board officer or his designee. A purchasing agency may enter into an agreement for the rental of equipment without using the Standard Equipment Agreement when the agreement has a total potential value of fifteen thousand dollars or less or the agreement does not exceed ninety days in duration.”

Item #10 Delete Bid Clause in Section VII. of USC-IFB-3261-TF

ITEM SUBSTITUTION

No substitution will be allowed on purchase orders received from departments without permission from the Purchasing Department.

Item #11 Delete Bid Clause in Section VII. of USC-IFB-3261-TF

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

Item #12 Add Bid Clause in Section VII. of USC-IFB-3261-TF

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be of the most suitable grade for the purpose intended.

Item #13 Add Bid Clause in Section VII. of USC-IFB-3261-TF

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

Item #14 **Add Bid Clause in Section VII. of USC-IFB-3261-TF**

PRICE ADJUSTMENTS – LIMITED BY CPI “ALL ITEMS” (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B170-1]

Item #15 **Delete Bid Clause in Section VII. of USC-IFB-3261-TF**

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

Item #16 **Delete Duplicate Bid Clause in Section VII. of USC-IFB-3261-TF**

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

Item #17 **Delete Bid Clause in Section VII. of USC-IFB-3261-TF**

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer’s standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

Item #18 **Delete Preferences from Section VIII. Bidding Schedule**

Resident Vendor Preference, SC End Product Preference and US End Product Preference

Item #19 **Submit Revised Bidding Schedule – See page 7**

Item #20 **Replace Description in Section IX.**

B) STATE OF SOUTH CAROLINA – DEPARTMENT OF REVENUE FORM I-312

Item #21 **Delete Attachment in Section IX.**

H) STATE OF SOUTH CAROLINA – STANDARD EQUIPMENT AGREEMENT FORM 80-SC-EL-1

OFFERORS SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 1 IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR QUOTE RESPONSE. **FAILURE TO DO SO MAY SUBJECT QUOTE TO REJECTION.**

Authorized Signature

Name of Offeror

Date

VIII. BIDDING SCHEDULE / PRICE - BUSINESS PROPOSAL – **REVISED IN USC-IFB-3261-TF.A1**

USC-IFB-3261-TF

LOT A: ITEMS 1 AND 2

Item	U/M	Description of Supplies	Total Price
1	Job	Provide all Labor, Materials and Equipment for Staging Commencement Exercises – USC Beaufort: Dry Plan	\$
2	Job	Provide all Labor, Materials and Equipment for Staging Commencement Exercises – USC Beaufort: Rain Plan	\$

OPTIONS: These Items may or may not be purchased during contract term. Pricing for Options will not be evaluated.

Item	Qty/(U/M)	Description of Supplies	Total Price
1	1730 FT	Provide all Labor, Materials and Equipment for Staging Commencement Exercises – USC Beaufort: Optional Items – Stanchions with retractable belts	\$
1	250	Chairs: White – folding, suitable for set up on grass. The same as provided in the Dry Plan Option Cost for Extra Chairs	\$

Resident Contractor Preference _____

Resident Sub-Contractor Preference (2%) _____ Number of Sub-Contractors _____

Resident Sub-Contractor Preference (4%) _____ Number of Sub-Contractors _____

NOTE: The commodity preferences do not apply to a single unit of an item with a price in excess of \$50,000 or a single award with a total potential value in excess of \$500,000. [11-35-1524(E)(2)]

Please refer to the preference clauses listed in the terms and conditions of this solicitation to ensure that you qualify to select the above preferences.

COMPANY NAME: _____