 <b>UNIVERSITY OF SOUTH CAROLINA</b>	<b>REQUEST FOR PROPOSAL</b>	Solicitation Number	<b>USC-RFP-1592-CJ</b>
		Date Printed	<b>December 9, 2009</b>
		Date Issued	<b>December 9, 2009</b>
		Procurement Officer	<b>Charles Johnson</b>
		Phone	<b>803-777-2020</b>
		E-Mail Address	<b>Charles.Johnson@sc.edu</b>

DESCRIPTION: Exclusive Agent for the Operation of the University of South Carolina Aiken, University of South Carolina Beaufort, and University of South Carolina Upstate Campuses' Domestic Trademark and Licensing Program

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY: (Opening Date/Time): **1/12/2010 3:00 PM** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **1/5/2010 12:00 PM** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original in Hardcopy and six (6) Hardcopies marked 'Copy' Plus One (1) electronic copy.**

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

<b>MAILING ADDRESS:</b> University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	<b>PHYSICAL ADDRESS:</b> University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208
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See "Submitting Your Offer" provision

<b>CONFERENCE TYPE:</b> N/A <b>DATE &amp; TIME:</b> N/A  As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	<b>LOCATION:</b> N/A
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted at the Physical Address stated above on <b>1/22/2010</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://purchasing.sc.edu">http://purchasing.sc.edu</a>
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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.

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

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)**

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p>          	<p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>          <p align="right">_____ Area Code - Number - Extension                      Facsimile _____ E- mail Address</p>
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<p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)</p>          <p>____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address    <b>(check only one)</b></p>	<p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>          <p>____ Order Address same as Home Office Address ____ Order Address same as Notice Address    <b>(check only one)</b></p>
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**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

<p align="center"><b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>____ Calendar Days (%)</p>
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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_ In-State Office Address same as Home Office Address  
\_\_\_\_ In-State Office Address same as Notice Address    (check only one)

## Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications  
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

### I. Scope Of Solicitation

ACQUIRE SERVICES (January 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

#### **MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)**

Start date: 07/01/2010 End date: 06/30/2015. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

It is the intent of the University of South Carolina to solicit proposals to operate the University of South Carolina Aiken, the University of South Carolina Upstate, and the University of South Carolina Beaufort senior campuses' Domestic Trademark and Licensing Program in accordance with all the requirements stated herein.

#### **Volume**

The total quantity of purchases of any individual item on the contract is not known. The quantities shown in the the Cost Schedule (in Section VIII. Bidding Schedule / Price-Business Proposal of the solicitation) are estimates only. The University of South Carolina Aiken does not guarantee that it will buy any specific quantity of an item or total amount. The inclusion of estimated purchase quantities does not indicate a lack of need but rather a lack of historical information. All orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions hereinafter set forth.

### II. Instructions To Offerors - A. General Instructions

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT - See clause entitled "Contract Documents & Order of Precedence."

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER – means the bid or proposal submitted in response this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”

OFFEROR – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

STATE – means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu>. (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.

AWARD NOTIFICATION (JUNE 2006) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

AWARD NOTIFICATION (NOV 2007): Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

#### CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

**CLARIFICATION (NOV 2007):** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

**CODE OF LAWS AVAILABLE (JAN 2006):** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

**COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006):** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

**DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006)** Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

**DISCUSSIONS and NEGOTIATIONS (NOV 2007):** Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

**DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006)** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**DUTY TO INQUIRE (JANUARY 2006)** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

**ETHICS CERTIFICATE (May 2008):** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

**ILLEGAL IMMIGRATION CLAUSES (2008)**  
Procurement Code Transactions: Non-Construction

ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

#### Procurement Code Transactions: Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

#### Other Transactions

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

PUBLIC OPENING (JANUARY 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will

be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

**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.]

**RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006)** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit***

**SIGNING YOUR OFFER (JANUARY 2006)** Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**STATE OFFICE CLOSINGS (JANUARY 2006)** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: [http://www.scemd.org/scgovweb/weather\\_alert.htm](http://www.scemd.org/scgovweb/weather_alert.htm).



**SUBMITTING REDACTED OFFERS (FEB 2007):** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

**SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006)** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-

5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

**TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006):** (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.

**WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006)** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

## **II. Instructions To Offerors - B. Special Instructions**

**CONTENTS OF OFFER (RFP) – SPO (JAN 2006):** (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

**DISCUSSION WITH OFFERORS (JAN 2006):** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

**OPENING PROPOSALS – PRICES NOT DIVULGED (JAN 2006):** In competitive sealed proposals, prices will not be divulged at opening. [§ 11-35-1530 & R. 19-445.2095(c) (1)]

### **DESCRIPTIVE LITERATURE -- LABELLING (JAN 2006)**

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

### **CLARIFICATION (NOV 2007)**

Pursuant to Section 11-35-1530(6), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1530(6); R.19-445.2080] [02-2B055-1]

### **MAGNETIC MEDIA - REQUIRED FORMAT**

As noted on the cover page, an original hard copy of your offer must be accompanied by one copy in the following electronic format: compact disk (CD) in one of the following formats: CD-R; DVD ROM; DVD-R; or DVD+R. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX are not acceptable and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately

identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

## PROTEST - CPO - MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

## III. Scope of Work / Specifications

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (January, 2006): After award, all deliveries shall be made and all services provided to the location specified by the using Governmental Unit in its purchase order.**

## SCOPE OF PROPOSAL

The University of South Carolina Aiken, the University of South Carolinas Upstate, and the University of South Carolina Beaufort (hereinafter referred to as “the Senior Campuses”) wishes to contract with a Contractor to be the exclusive agent for the Senior Campuses’ Domestic Trademark and Licensing Program. This Request for Proposal is for the University of South Carolina Aiken, the University of South Carolinas Upstate, and the University of South Carolina Beaufort campuses only.

The Contractor will act as the Senior Campuses’ exclusive agent to license, protect, and promote the use of one or more of said marks and logos in connection with the marketing of various articles of merchandise in such a manner as to preserve the integrity, character and dignity and maintain the reputation of the marks and logos as designating high quality merchandise.

The Contractor will protect the marks and logos and the University’s interest therein through on-site audits of licensees and other enforcement mechanisms. In addition to the Indicia shown on Attachment B, any Indicia adopted hereafter and used or approved for use by the University shall be deemed to be additions to the Indicia and shall be subject to the terms and conditions of the contract.

## 1. BACKGROUND

### UNIVERSITY OF SOUTH CAROLINA AIKEN

Recognition: USC Aiken is celebrating 11 consecutive years ranked among the Top Three Public Baccalaureate Colleges in the South by U.S.News & World Report's Guide, "America's Best Colleges." USC Aiken holds four #1 rankings: 2002, 2003, 2006, 2007, and 2009.

Enrollment: Approximately 3,078 undergraduate students attend USCA

31% minority enrollment

594 freshmen enrolled in Fall 2008

26% of our students live on campus

9% out-of-state student enrollment

14:1 student to faculty ratio

Approximately 87% of our students receive financial aid

Average class size is 18 students

67% female and 33% male enrollment

Athletics: Member of NCAA Division II - Peach Belt Conference

Mascot: Pacers

The University fields men's teams in baseball, basketball, golf, soccer, and tennis and women's teams in basketball, cross country, softball, volleyball, soccer, and tennis. Cheerleading and a dance team are also parts of Pacer athletics.

Continuing Education: USCA also offers a number of programs through its Conference and Continuing Education Office

including summer camps for children and youth, specialized training for business and industry, professional development programs, travel opportunities, and the Academy for Lifelong Learning and SeniorNet programs for senior citizens.

Majors and Programs: USC Aiken has 35 different majors and academic programs.

#### **FAST FACTS**

The University: The University of South Carolina Aiken is a four-year, public coeducational university offering undergraduate degree programs as well as three master's degree programs. Additional graduate courses and degree programs are offered through the USC Extended Graduate Campus program.

Location: Founded in 1961 in a historic mansion in downtown Aiken, USCA moved to its present site in 1972 and occupies 453 acres. USC Aiken is located in Aiken, SC, in the western region of the state. The campus is 20 miles from Augusta, GA, and 55 miles from Columbia, SC.

### **UNIVERSITY OF SOUTH CAROLINA BEAUFORT**

#### **USC Beaufort's growth trajectory**

The University of South Carolina Beaufort, a senior campus of the state's flagship public university system, brings the University of South Carolina's statewide mission of teaching, research, and public service to the Lowcountry of South Carolina. USCB offers baccalaureate degrees that respond to regional needs, draw upon regional strengths, and prepare graduates to contribute successfully in communities locally and around the globe. The curriculum is designed to promote acquisition of knowledge and the intellectual dispositions and skills that encourage depth of understanding, tolerance toward others, and individual accountability.

USCB has one of the oldest traditions of higher education in the nation, dating to the 1795 charter of Beaufort College. In 1959, an act of the South Carolina legislature created the Beaufort campus of the University of South Carolina. This outreach offered courses in the Beaufort College Building and at local military bases. In 1994, International Paper gave eighty acres of land to build an additional full-service campus of the University of South Carolina Beaufort in the region's highest growth area, at the gateway to Hilton Head Island.

In 2004, USCB was accredited as a Level II baccalaureate degree granting university. Classes at the Hilton Head Gateway Campus began in August 2004 in the Hargray Building. On-campus student apartments opened on the new campus in the Fall of 2005. The Science and Technology Building opened in 2005 and a technology-infused library was dedicated in the Spring of 2006. USCB began competing in the National Association of Intercollegiate Athletics in 2007. In 2009, USCB's baseball team completed its inaugural season and the Hilton Head Regional Health Care Health Professions Facility opened to provide Nursing students with a fantastic environment in which to learn.

The state's newest four-year university, the University of South Carolina Beaufort, offers baccalaureate degrees in the liberal arts, sciences and professions and gives students access to engineering programs through a partnership with the Georgia Institute of Technology in Savannah. USCB also offers continuing education programs and Osher Lifelong Learning Institute programs throughout the region.

Since becoming a 4- year institution, USCB has consistently grown its enrollments by 10% or more each year. In the fall of 2009, our enrollment jumped by 22% over the previous fall to now serve 1684 students.

#### **USCB's athletic programs**

##### **NAIA Sun Conference member**

##### **Mascot: Sand Shark.**

- This mascot is unique among college mascots.
- The logo suite was designed by a national graphic design firm that specializes in college logos. [www.uscb.edu/mascot](http://www.uscb.edu/mascot) describes the development process.
- Professional graphic identity standards manual accessible on website: [www.uscb.edu/uploads/USCB\\_Sand\\_Shark\\_Graphic\\_Standards.pdf](http://www.uscb.edu/uploads/USCB_Sand_Shark_Graphic_Standards.pdf)

The full suite of Sand Shark Logos can be viewed at:  
[http://www.uscb.edu/uploads/USCB\\_Sand\\_Shark\\_Graphic\\_Standards.pdf](http://www.uscb.edu/uploads/USCB_Sand_Shark_Graphic_Standards.pdf)

**Sports:** USCB is steadily adding sports—and softball is next on our list. As of Fall 2009, we offer men’s and women’s golf, men’s and women’s cross country, men’s and women’s distance track and baseball.

**Unique market opportunities at USCB:**

- Beaufort SC, including Fripp Island and two military bases;
- Bluffton, SC, one of the most rapidly growing regions in South Carolina; and
- Hilton Head Island, SC, an international tourist destination.
- Savannah, GA is 30 minutes away.
- The only state university within a 90 mile radius in South Carolina.
- Over 1.0 million tourists who visit our region each year.

**UNIVERSITY OF SOUTH CAROLINA UPSTATE**

**BACKGROUND**

**USC Upstate – History**

Now in its 42nd year, USC Upstate continues striving toward its vision to become one of the Southeast's leading “metropolitan” universities. ... a university which acknowledges as its fundamental reason for being its relationship to its surrounding cities, their connecting corridors and expanding populations. As a senior comprehensive public institution of the University of South Carolina, the University's primary responsibilities are to offer baccalaureate education to the citizens of the Upstate of South Carolina and to offer selected master's degrees in response to regional demand.

**Location:** USC Upstate, set in the picturesque foothills of the Blue Ridge Mountains, is located conveniently along the thriving economic I-85 corridor between Atlanta and Charlotte and just a few hours drive from the beaches and mountains. Upstate South Carolina is a dynamic international hub and Spartanburg County is home to the highest per capita concentration of international business in the U.S.

**Enrollment:** The 5,063 students enrolled in fall 2008 included 4,999 undergraduates and 64 graduate students. Of these students, 4,152 were enrolled full-time.

**Degrees:** USC Upstate offers bachelor degree programs in the liberal arts, sciences, business administration, nursing and teacher education; and master degrees in education. The five most popular majors at USC Upstate are nursing, elementary education, interdisciplinary studies, business and psychology.

**Faculty/Staff:** USC Upstate employs 223 full-time faculty, 141 part-time faculty and approximately 300 staff members. Ninety-six percent of tenured and tenure-track, full-time faculty at USC Upstate hold the highest degree available in their disciplines from respected graduate programs across the country. With an emphasis on small classroom size and individual interaction with educators, USC Upstate has a student/faculty ratio of 18:1 and an average class size of 25.

**Alumni:** Parallel to the growth and expansion of the University is the steadily climbing base of USC Upstate alumni. Forty years after its founding, USC Upstate boasts an alumni base of more than 16,500, of which 85 percent of these graduates remain in the Upstate to build their lives and careers.

**Athletic Excellence:** Just as it offers academic excellence, USC Upstate also offers a comprehensive athletics program competing in the nation’s highest level of collegiate athletics in NCAA Division I as members of the Atlantic Sun Conference. USC Upstate has a broad-based intercollegiate athletics program for men and women. The University fields 17 varsity athletic teams - basketball, golf, soccer, tennis, cross country and indoor and outdoor track and field for men and women; baseball for men; and softball and volleyball for women. A competition cheerleading squad is also active. USC Upstate student-athletes have won numerous academic and athletic awards.

The revenue history from the sale of licensed apparel and other products is included as Attachment B.

**Mascot:** Spartans

**Quick Facts:**

2007-2008	
Total Graduates	939
2008--2009	
Total Enrollment	5,063
Undergraduate	4,999
% Full-time	82%
% Part-time	18%
Graduate	64
Full-time Faculty	223
Total Freshmen	728
Part-time Freshmen	20
Average Freshman SAT	1,003

ATTACHMENT B – USC Upstate

Quarter		2005/2006	2006/2007	2007/2008	2008/2009
3rd			\$40,728.89	\$44,343.14	\$44,009.27
4th			\$47,161.28	\$27,696.98	
1st		\$41,445.26	\$33,356.38	\$35,714.78	
2nd		\$44,030.60	\$58,832.08	\$41,676.08	

## **IV. Information For Offerors To Submit**

INFORMATION FOR OFFERORS TO SUBMIT - GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

### **PROPOSAL CONTENTS**

**To be considered for award, all proposals should include, at a minimum, the following information. Offerors should restate each of the items listed below and provide their response immediately thereafter. All information should be presented in the listed order:**

#### **1. TECHNICAL DATA:**

##### **A. QUALIFICATIONS OF CONTRACTOR**

1. Describe the Offeror's licensing company as this relates to its history, experience and success in representing domestic licensing programs for similar institutions (i.e., those in the same revenue range, those playing athletics in the same conference, etc.) in the licensing of their trademarks/logos.
2. Provide a detailed explanation of the reasons why the Offeror is best capable of managing the senior campus' brand(s).
3. List all institutions represented by the Offeror on a comprehensive, full-service basis as of July 1, 2008 and provide total revenues for the preceding year (Fiscal Year 2007-2008) generated for these institutions. Also, provide the contract terms (years) awarded by a cross-section of similar size client institutions to the Offeror's licensing company during the last few years. Provide a list of at least five (5) client references (institution, name, phone number, and email address). Provide a list of all advance fees and royalty rates for all universities represented by the Offeror's licensing company.
4. Provide information on the Offeror's proposed account management team that would be servicing the senior campuses if awarded contract from this solicitation. Provide information about how the account team will work with the senior campuses to maximize its brand opportunities. Include each member of the account team job functions and experience. Provide information and experience about Offeror's key senior management team and department heads.
5. Explain how the Offeror would collect and analyze the senior campuses' royalty data. Describe the philosophies that would be employed by the Offeror to best manage the senior campuses' program to ensure that maximum coverage is reached across all product categories and retail distribution channels.

## B. BRAND PROTECTION

1. Describe the Offeror's licensing trademark protection and enforcement program at the local, regional, and national level(s) used to identify infringement in traditional and non-traditional retail segments, and to quickly and aggressively respond with appropriate remedies. Include information as to specific enforcement actions that the Offeror has conducted or participated in; number of items seized or confiscated, and indicate names of law enforcement agencies involved in the action(s). Provide specific information on any other enforcement resources the Offeror has at its disposal including but not limited to membership in collective enforcement alliances. Indicate the number of states and city markets visited by Offeror's staff during 2007-2008 to conduct marketplace enforcement activities.
2. Discuss the Offeror's availability of qualified licensing and intellectual property counsel on-staff. Indicate whether these attorneys are available for use by the senior campuses at no charge or if separate compensation is required for the senior campuses to access their services.
3. Indicate the Offeror's specific policy on tracking any subcontractors/authorized manufacturers as a part of the licensing process. If available, provide a list of all authorized manufacturers under contract with the Offeror and indicate whether audit rights are available to Offeror as a part of these agreements.
4. Outline the Offeror's specific resources and policies regarding its ability to inspect and verify the quality, safety and suitability of any product to carry one or more of the senior campuses' indicia.
5. Provide a specific summary of the product testing and other standards required by the Offeror relative to minimizing the liability of the senior campuses' licensed products.
6. Indicate the Offeror's willingness to submit samples of any licensed item at no cost to the senior campuses as a part of the licensing process.
7. Provide information on how the Offeror can assist its clients with registering their marks through the U.S. Patent and Trademark Office (USPTO).
8. Describe the Offeror's game-day and post-season enforcement programs and how these services would benefit the senior campuses, especially at events against traditional athletic rivals and at bowl games or post-season tournaments. Describe the scope of such actions and the results obtained. Discuss costs incurred for these actions and how they were funded. Also indicate the number of enforcement staff that the Offeror has on staff and the availability of these staff members to the senior campuses in a hot market situation. Indicate whether or not the Offeror has a program in place to maintain seized inventory at no cost to the senior campuses as a part of its infringement resolution program.
9. Provide information on the Offeror's product labeling standards and an overview of how this labeling program will assist the senior campuses' trademark protection and brand building efforts. Please include information on how the Offeror's merchandise labeling program integrates with its auditing program.
10. Provide information about the Offeror's overall auditing program and results. Include the total number of audits completed and amount of audit collections in 2007-2008. Include the average audit collections made during 2007-2008 by the Offeror for institutions similar in size and scope to the senior campuses. Offeror should state how audits are funded and whether there are incremental costs to this service. Describe any additional activities that the Offeror uses to educate licensees about proper royalty reporting techniques.
11. Describe the Offeror's cease & desist and contract compliance programs and indicate how the Offeror will provide these services on behalf of the senior campuses. Define which elements of the cease and desist programs you propose to handle and which are to be handled by the University. Describe efforts devoted to enacting new trademark laws and training law enforcement officials and U.S. Customs agents to enforce laws on behalf of universities.
12. Provide a statement on the Offeror's position on enforcement of trademarks on the Internet and the availability of qualified legal counsel on Offeror's staff to discuss legal trends in trademark law as it relates to Internet enforcement.
13. Describe the Offeror's ability and experience in providing its clients with labor code support. Discuss the role the Offeror will play on the University's behalf to ensure that fair labor standards are implemented by all South



Carolina licensees. Attach copies of any code and/or related materials that you have in place. Discuss the Offeror's relationship and interaction with the Fair Labor Association and the Worker's Rights Consortium. Discuss the specific role that the Offeror foresees for future involvement with worker's rights.

### C. BRAND MANAGEMENT

1. Provide a summary of the Offeror's licensing administration structure and staffing. Indicate the responsibilities of each staff member. Provide an explanation of the reasons why the Offeror is best capable with brand management.
2. Provide an overview of the Offeror's ability to distribute the senior campuses' trademarks and logos in digital format to licensees and how the Offeror manages the design approval process via the Internet. Also, provide any additional artwork services that the Offeror provides (i.e. digital embroidery) to help a client manage its trademarks and logos.
3. Provide a brief overview of the Offeror's current and future technology tools that will be used in the management of the senior campuses' licensing program. Indicate the specific capabilities of any system(s) that the senior campuses, licensees, and retailers will be able to utilize.
4. Please provide a matrix of license types that the Offeror uses when managing a client's brand. The matrix should include specific information about each license type, including: how and when each license type will be used, restrictions, royalty rates and advance fees, labeling requirements, insurance requirements, etc. Discuss any new creative services that the Offeror proposes to enhance licensee capabilities in developing products for the senior campuses.
5. Please indicate the Offeror's ability to assist with the licensing of local manufacturers and internal campus suppliers.
6. Please describe Offeror's royalty accounting services to clients. Describe the method by which the Offeror will track royalties by product category and provide comprehensive reports to the senior campuses on royalties by product category. Describe the checks and audit trails that will be used by the Offeror in the allocation of senior campuses royalties received from licensees. Discuss Offeror's in-house contract compliance program, including methods of collecting contract compliance data, staffing assigned to resolving these issues, and track-record of royalty collection from these issues. Also, provide information on any of the Offeror's systems or services that make the royalty reporting process more efficient for licensees.
7. Please provide information on reports (both canned and ad-hoc) available to the senior campuses to help them better manage their brands. Also please provide a description of the Offeror's technological infrastructure, benchmarking data with peer institutions, royalty reports and ad-hoc reports. Please provide a sample of the reports that the senior campuses will be provided by the Offeror and also ad-hoc reports that can be generated by the senior campuses. Please also include any comparative benchmarking data that the Offeror is able to provide to the senior campuses based on its representation of peer institutions.
8. Offeror should provide information regarding its corporate communication services, including: electronic communications and website services.
9. Offeror should provide specific information on any educational programming that is available to the senior campuses to assist with program management and enhancement.

### D. BRAND DEVELOPMENT

1. Please provide an overview of the Offeror's Brand Development services and philosophies; including primary areas in which Offeror feels it can impact a client's brand. Describe the Offeror's position on new market development, specifically as it relates to identifying new markets, new licensees, and/or new products. Indicate the number of Offeror staff members assigned to new market development and provide specific examples of successful programs that have been developed as a result of these efforts. In particular, examples should focus on identifying new licensees and distribution channels.
2. Please provide specific information about the Offeror's philosophy in how the Offeror manages both Apparel and Non-Apparel opportunities for its clients.

3. Provide specific examples of Offeror's efforts to promote university clients during the previous year. Include as many visual examples as possible. Also, please discuss the media relations services that are provided by the Offeror's on the university clients' behalf. Provide a specific list of the name(s) and type(s) of publications that have reported on the Offeror's activities. Briefly indicate the purpose and audience for these publication(s).
4. Offeror should provide information about its Retail Marketing services. Specifically, what type of staff resources does the Offeror provide to ensure that retailer relationships are developed, maintained, and maximized to benefit a client? What type of retailer support and promotional programs are employed to maximize a client's brand?
5. Please provide a list of national retail buyers with which the Offeror has frequent contact. As part of the RFP evaluation process, the University reserves the right to contact these national retail buyers to discuss the Offeror's involvement with the retailer's collegiate marketing activities. Indicate the frequency and types of involvement the Offeror has had with these retailers.
6. Please cite specific examples of involvement that the Offeror has had at the locations of key national licensees with the following purposes: (a) meeting at the licensee's site to discuss increasing university merchandise sales, or (b) presenting to licensee's sales and/or marketing staff. Discuss any other involvement that the Offeror has had in dealing with key national retailers and key national licensees.
7. Provide an overview of the Offeror's capabilities to expand the presence of the senior campuses' merchandise through e-commerce channels, including any consumer and/or wholesale distribution networks.
8. Please list the type of Promotional Licensing services and support the Offeror provides. Specifically provide information on how the Offeror can assist the senior campuses on the local, regional and national levels and provide specific examples of promotions that were conducted by Offeror in FY 2007-2008. Identify the purpose of the promotion, the participating retailers and/or licensees. Please indicate the number of staff members that the Offeror has assigned to performing promotional licensing and marketing services on behalf of client universities. Briefly describe the background and qualifications of these individuals. Indicate the trade shows, annual meetings, and conferences that are attended by Offeror's promotional licensing staff with the purpose of increasing university revenues. Provide contact names for corporate partners, corporations, premium licensees, and other promotional licensing partners that have worked with the Offeror to develop collegiate promotional programs in the past year. Indicate the tools used by the Offeror to communicate promotional licensing opportunities and information to both client universities and potential corporate promotional partners.
9. Provide an overview of the Offeror's Championship and Post-Season Licensing capabilities. List experience base for the Offeror in planning for, and executing, hot market programs. List the number of dedicated staff that is specifically focused on hot market and post-season opportunities.
10. Provide specific information on any special licensing programs that the Offeror has developed and implemented for university clients to capitalize on universities' successes (e.g., commemorative dates, anniversaries, etc.).
11. Offeror should describe its capabilities to ensure that a client's logos meet industry guidelines and production ready standards. Offeror should also describe any in-house design capabilities it has to complement a client's trademark portfolio and provide retail signage.
12. Please include specific information on what resources the Offeror can provide for the senior campuses in the area of external communication, including newsletters, trade shows, media coverage, or other tools that can help to promote the senior campuses' brands. Describe your licensing company's activities in conducting collegiate educational conferences to address trademark-licensing issues. Please provide a list of all licensing industry trade shows in which the Offeror has a physical presence (e.g., trade show booth, meeting space, or display). Please describe the specific activities provided and topics covered on behalf of client universities while displaying and/or speaking at these shows.
13. Provide information on any strategic alliances or memberships that are maintained by the Offeror, specifically as they relate to new market development. Provide a brief summary of the current and future projects that the Offeror is working on to enhance market share for its university clients; indicate the Offeror's specific involvement in bringing these programs(s) to fruition for its university clients. Provide a proposal for enhancing market share for the senior campuses under the contract awarded from this solicitation with a projection of the amount of such increase that can be anticipated from these efforts.

14. Describe the Offeror's involvement in other educational programs specific to the collegiate licensing, legal, and marketing arenas. Indicate presence at any other educational meetings relevant to collegiate trademark licensing and marketing.
15. Offeror should describe its involvement with higher education institutions that focus on the unique requirements of serving tourist markets and explain its level of familiarity with the unique requirements of serving tourist markets.

E. UNIVERSITY RELATIONS/ACCOUNT MANAGEMENT

1. Offeror will assign one qualified representative to serve as the lead contact for the University. Offeror's contact should be familiar with the senior campuses's market(s). The Offeror's contact is responsible for all follow through and for assuring responses to senior campuses concerns. Offeror's contact is also involved in assisting the senior campuses in setting a strategic direction for the program. Provide a resume of the Offeror representative and backup staff who will be designated as the contact for the senior campuses' account and provide a listing of all other accounts for which this representative has served as lead contact, along with a three year history of total revenues realized for each of these accounts.

## 2. FINANCIAL DATA:

### A. MINIMUM REQUIRED COMMISSIONS

The following is the required minimum level of commission that must be offered in response to this RFP for an offeror's proposal to be considered by the University. Offeror may increase either the guaranteed annual minimum commission or the percentages of annual revenue to be paid to the senior campuses in submitting its financial offer. Offeror may not decrease the minimum amounts stated below or the structure of the financial requirement.

Guaranteed Annual Minimum Commission to University of South Carolina Aiken, University of South Carolina Beaufort, and University of South Carolina Upstate - N/A

50% to University of South Carolina Aiken, University of South Carolina Beaufort, and University of South Carolina Upstate for 0-\$20,000 of royalties received for each 12 month period of the contract.

62% to University of South Carolina Aiken, University of South Carolina Beaufort, and University of South Carolina Upstate for all royalties in excess of \$20,000 for each 12 month period of the contract.

### B. PAYMENT SCHEDULE

The Contractor will provide an accounting of all revenue by licensee on a quarterly basis to University of South Carolina Aiken, University of South Carolina Beaufort, and University of South Carolina Upstate. Royalty payments will be made to University of South Carolina Aiken, University of South Carolina Beaufort, and University of South Carolina Upstate electronically no later than 30 days following the last day of the quarter.

**FAILURE TO RESPOND: Failure to provide written responses to items included in the RFP will be interpreted as an inability of the offeror to provide the requested services and may result in its proposal being rejected.**

## V. Qualifications

QUALIFICATION OF OFFEROR (JAN 2006) To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

SUBCONTRACTOR – IDENTIFICATION (January, 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and the point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

## VI. Award Criteria

AWARD CRITERIA – PROPOSALS (JANUARY 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State.

EVALUATIONS FACTORS – PROPOSALS (JANUARY 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

## AWARD CRITERIA

Each proposal will be evaluated by a review panel on the basis of the following criteria listed in order of importance:

- A. Offeror's Approach to providing services described in RFP (Section IV, Proposal Contents, Item 1 B.-E.)
- B. Qualifications of Offeror (Section IV, Proposal Contents, Item 1 A.)
- C. Offeror's Financial Data (Section IV, Proposal Contents, Item 2 A. and B.)

NEGOTIATIONS (JANUARY 2006): The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

### **VII. Terms and Conditions - A. General**

ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JAN 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office

receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES (JAN 2006):** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**EQUAL OPPORTUNITY (JAN 2006):** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**FALSE CLAIMS (JAN 2006):** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**FIXED PRICING REQUIRED (JAN 2006):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**NON-INDEMNIFICATION (JAN 2006):** Any term or condition is void to the extent it requires the State to indemnify anyone.

**NOTICE (JAN 2006):** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**PAYMENT (JAN 2006):** (a) The Using Governmental Unit 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

**PUBLICITY (JAN 2006):** Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**PURCHASE ORDERS (JAN 2006):** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

SETOFF (JAN 2006): The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

## **VII. Terms and Conditions - B. Special**

HIPAA LAW: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT - The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos

Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

#### COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

CONTRACTOR'S USE OF STATE PROPERTY (January 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

#### DEFAULT – SHORT FORM (JAN 2006)

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

OWNERSHIP OF DATA & MATERIALS (January 2006): All data, material and documentation either prepared for the State pursuant to this contract shall belong exclusively to the State.

#### TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006)

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.



## TERM OF CONTRACT – EFFECTIVE DATE

The effective dates of the Contract will be from date of award through five years. A resulting contract may be extended by mutual agreement of the parties and execution of a written contract amendment. Extensions may be less than, but will not exceed four (4) additional one (1) year periods. The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. Regardless, this contract expires no later than the date of award through four years.

**TERM OF CONTRACT – OPTION TO RENEW (January 2006):** At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the states elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

## RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

**ADDITIONAL COSTS:** The senior campuses will pay no costs of any kind incurred in providing the services required and proposed under this contract.

**RECOGNIZED LABEL:** Contractor will provide licensees access to a recognizable label for identifying officially licensed collegiate merchandise.

**INSURANCE:** Contractor shall require each licensee to have product liability insurance covering any licensed product that will indemnify and hold harmless the senior campuses from any product liability action. Contractor shall also provide a certificate of insurance that indemnifies the senior campuses on an annual basis.

**NEWS RELEASE:** News releases pertaining to the RFP or contract award will be made only in cooperation with the senior campuses' Public Relations Office.

**CONTRACT EXEMPTIONS:** The senior campuses shall have the right to except from the provisions of this contract any items that the senior campuses deem appropriate.

**FAILURE TO RESPOND:** Failure to provide written responses to items included in the RFP will be interpreted as an inability of the Offeror to provide the requested services and may result in the proposal being rejected.

**EXCLUSIVE AGENT:** Contractor will act as the senior campuses' exclusive domestic agent to license the use of one or more of said logos, marks and verbiage in connection with the marketing of various articles of merchandise. Contractor will also act as the senior campuses' exclusive agent to license the use of the senior campuses' logos, marks and verbiage in such a manner as to preserve the integrity, character and dignity and maintain the reputation of the marks and logos as designating high quality merchandise.

**VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

**COST SCHEDULE**

Percentage to University of South Carolina Aiken, University of South Carolina Beaufort, and University of South Carolina Upstate for 0-\$20,000 of royalties received for each 12 month period of the contract \_\_\_\_\_%

Percentage to University of South Carolina Aiken, University of South Carolina Beaufort, and University of South Carolina Upstate for all royalties in excess of \$20,000 for each 12 month period of the contract \_\_\_\_\_%

**IX. ATTACHMENTS TO SOLICITATION**

- 1. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
- 2. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (DEPT. OF REVENUE FORM I-312)**
- 3. OFFEROR’S CHECKLIST**
- 4. UNIVERSITY OF SOUTH CAROLINA AIKEN – LOGO SHEET**
- 5. UNIVERSITY OF SOUTH CAROLINA UPSTATE – LOGO SET**
- 6. UNIVERSITY OF SOUTH CAROLINA BEAUFORT – PRIMARY MARK**
- 7. UNIVERSITY OF SOUTH CAROLINA BEAUFORT - PREVIEW**

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

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Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at [www.sctax.org](http://www.sctax.org).

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 5/7/04)  
3323

**The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:**

- 1. Name of Nonresident Taxpayer: \_\_\_\_\_
- 2. Trade Name, if applicable (Doing Business As): \_\_\_\_\_
- 3. Mailing Address: \_\_\_\_\_
- 4. Federal Identification Number: \_\_\_\_\_
- 5. Hiring or Contracting with: \_\_\_\_\_
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Receiving Rentals or Royalties From: \_\_\_\_\_
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Beneficiary of Trusts and Estates: \_\_\_\_\_
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with  
**(check the appropriate box):**  
 The South Carolina Secretary of State or  
 The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)

\_\_\_\_\_  
Date

If Corporate officer state title:

\_\_\_\_\_  
(Name - Please Print)

**Mail to:** The company or individual you are contracting with.

# OFFEROR'S CHECKLIST

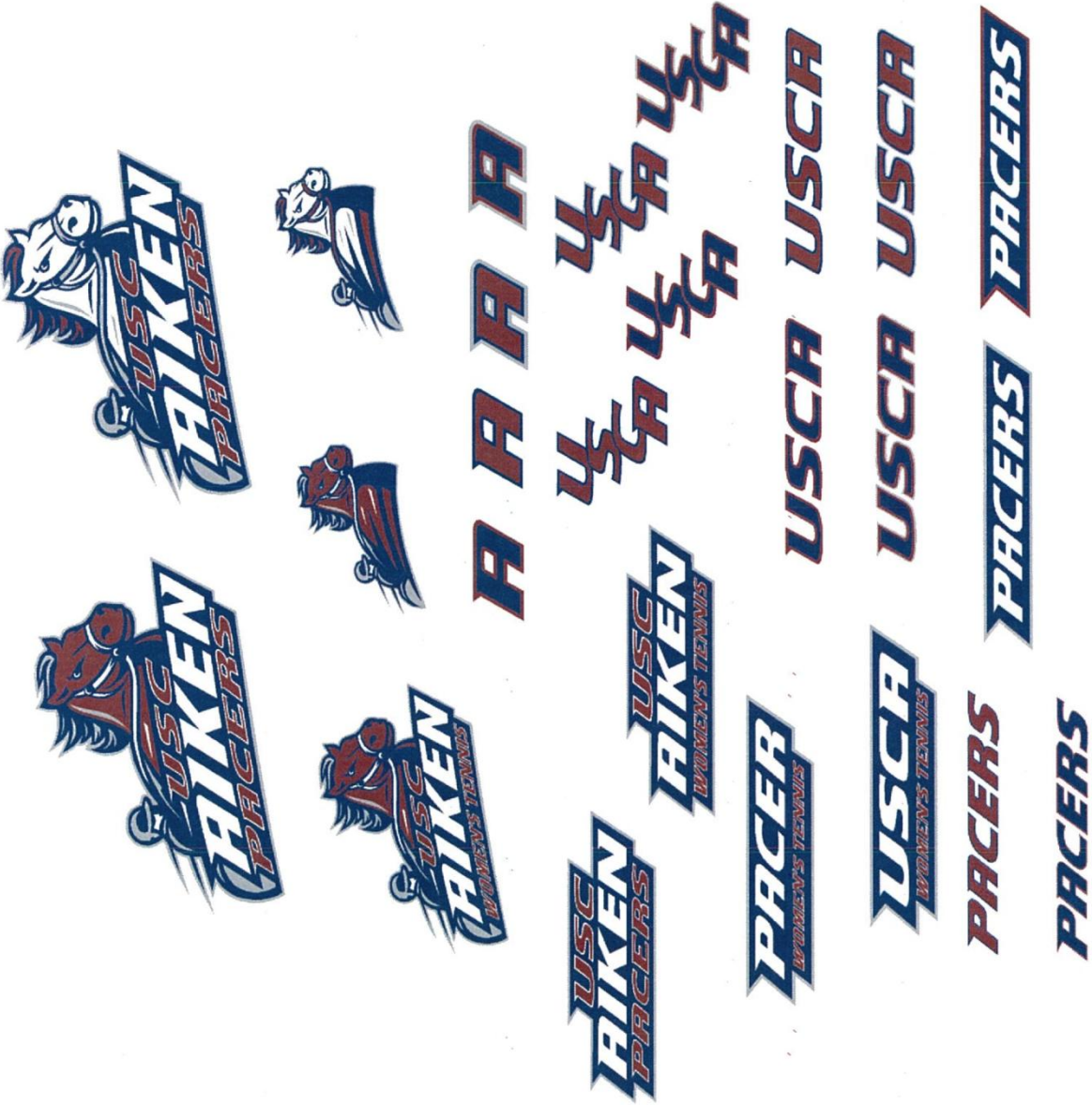
## *AVOID COMMON BID/PROPOSAL MISTAKES*

Review this checklist prior to submitting your bid/proposal.  
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.  
Responsiveness will be evaluated against the solicitation, not against this checklist.  
You do not need to return this checklist with your response.

Official University of South Carolina Aiken Logos. Please note that women's tennis is used as a guideline. Each sport has their logo breakdown as seen below with Women's Tennis as the guide.



# USC Upstate Athletics Logo Set

Primary Marks



Secondary Marks







# UNIVERSITY OF SOUTH CAROLINA-BEAUFORT SAND SHARKS LOGOS (PG. 1)



## USCB Sand Shark Logos

USCB primary mark



USCB primary\_no banner



USCB shark



USCB wordmark



USCB word\_underline



USCB primary mark\_blue



USCB primary\_no banner\_blue



USCB shark\_blue



USCB wordmark\_blue



USCB word\_underline\_blue



\*PANTONE® is a registered trademark of Pantone, Inc. The color names on this page are not intended to match the Pantone Color Standards. For the Pantone Color Standards, refer to the current edition of the PANTONE Color Formula Guide T430C.