



Amendment One

DATE: May 15, 2019
TO: ALL VENDORS
FROM: Juaquana Brookins, Procurement Officer
SUBJECT: USC-RFP-3475-JB
DESCRIPTION: Agent for Trademark and Licensing Program for UofSC Upstate Campus

This Amendment modifies the solicitation only in the manner and to the extent as stated herein.

Questions and Answers

OFFERORS SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.

Authorized Signature

Name of Offeror

Date

Questions and Answers

1) Page 1, Number of Copies to be Submitted: The University is requesting 1 hard copy, 6 copies of Technical Proposals and 1 copy of the business proposal all on separate USB drives. Can you explain why it is necessary to send 7 USB drives with one file on each versus submitting the proposal electronically using the state of South Carolina procurement portal, or sending all on one (1) USB drive? **The University does not currently accept electronic offers and does not use the State of South Carolina procurement portal as a procurement system.**

2) Page 2, Start Date/End Date: The University indicates that the resulting contract might be for a five (5) year agreement with estimated dates of 6/21/2019 to 6/20/2024; however, on Page 38 under Term of Contract it lists for a one (1) year agreement. Which is correct? **This will be a five (5) year term contract, a one (1) year contract with four (4) one-year options to renew.**

3) Page 11, Contents of Offer, Section (d): Language reads, "Offers which include either modifications to any of the solicitations contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award." On Page 12, under the paragraph Legal Agreements included with Bids Must Be Clearly Labeled "Sample", you indicate that we can submit our standard contract terms so long as its labeled. Which is correct? **Any additional terms and conditions that are proposed with your offer must be marked sample.**

4) Page 38, Termination for Convenience: The termination for convenience clause is not standard in licensing agency agreements and can not be agreed to as written. Will the University consider either removing this language or modifying it to more accurately reflect licensing industry standards? **All terms and conditions are negotiable in the negotiation phase.**

5) What is USC Upstate's current royalty rate and royalty advances? **The current royalty rate is 10% and there are no royalty advances.**

6) Does USC Upstate have any royalty exemptions? **The bookstore.**

7) Please provide actual annual gross royalty revenue for the last three (3) years versus the estimated average total supplied in the RFP.

2016 – \$16948.54

2017 – \$20356.43

2018 – \$10714.64