



UNIVERSITY OF SOUTH CAROLINA

AMENDMENT NO. 3 TO SOLICITATION

TO: ALL VENDORS

FROM: Charles Johnson, Procurement Manager

SUBJECT: SOLICITATION NUMBER: USC-RFP-2527-CJ

DESCRIPTION: Management Services for the Colonial Center at The University of South Carolina

DATE: February 19, 2014

This Amendment **No.3** modifies the Requests for Proposals only in the manner and to the extent as stated herein.

Attachments

BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT **NO. 3** 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

New Arena. A new basketball arena in Columbia South Carolina, scheduled for completion in October 2002, as described in the RFP.

Operator. University of South Carolina, owner or operator of the Venue stadium and arena.

The Operator's Share. That portion of revenue derived from the sale of National Spots by ASM included in Advertising Revenue calculated by multiplying (a) the aggregate revenue total derived from the sale of National Spots each year by (b) that fraction, the denominator of which is the total number of Spectators attending events at venues in which ASM has installed a System on which a National Spot was broadcast, and the numerator of which is the total number of Spectators attending Home Games at the Venue for the applicable year at which a National Spot was broadcast.

Partial Damage. Damage to the System that can reasonably be expected to be repaired within one hundred twenty (120) days from the time work commences.

Pro Rata Share. The following shares of Advertising Revenue for each Fiscal Year:

For purposes of this definition and the calculations herein, NET is equal to Advertising Revenue minus the annual total of all costs incurred by ASM in a Fiscal Year in performing its obligations hereunder, including interest on borrowed capital, depreciation and direct operating expenses such as, but not limited to: salaries, bonuses, commissions and expenses of local and regional sales staff, game day operating costs, sponsor merchandise and signage maintenance costs. ASM will provide a final statement of the capital costs within 180 days of the completion of the installation of the System, and will provide annual statements of capital expenses and other direct expenses.

Depreciation of capital assets shall be calculated on a straight line basis over ten (10) years, unless otherwise agreed upon by the parties.

During each Fiscal Year prior to the first Fiscal Year of the Second Term, the Pro Rata Share shall be computed as follows:

50% of NET.

If ASM is required to pay South Carolina sales tax on the System or Venue Signage, , the Pro Rata Share in each Fiscal Year during the Term shall be the sum of the following calculations:

One Hundred Percent (100%) of the first \$1,400,000 of NET in such Fiscal Year.

Fifty Percent (50%) of the next \$1,100,000 of NET in such Fiscal Year.

Twenty Percent (20%) of the next \$1,000,000 of NET in such Fiscal Year.

Forty Percent (40%) of any additional NET in such Fiscal Year.

If ASM is not required to pay South Carolina sales tax on the System or Venue Signage, , the Pro Rata Share in each Fiscal Year during the Term shall be the sum of the following calculations:

One Hundred Percent (100%) of the first \$1,500,000 of NET in such Fiscal Year.

Fifty Percent (50%) of the next \$1,000,000 of NET in such Fiscal Year.

Twenty Percent (20%) of the next \$1,000,000 of NET in such Fiscal Year.

Fifty Percent (50%) of any additional NET in such Fiscal Year.

If the opening of the New Arena is delayed to the point that some or all home basketball games are not played in the New Arena, the Pro Rata Share will be calculated from the above formulae, then will be adjusted by multiplying the Guaranteed Payment by a factor obtained by dividing the number of home basketball games played in the New Arena by the total number of home basketball games in the basketball season.

Programming. Pre-recorded programming and ASM network content produced for broadcast on the System. This includes without limitation special features, Sponsorship Spots, spirit boosters, replay frames, and billboards.

Proposal. ASM's proposal in response to the RFP, dated 11/9/99

Renewal Term. The periods described in Section 2.1.

Reserved Spots. Five (5), thirty (30) second Advertising Spots to be broadcast at each home football game at the Venue for the benefit and promotion of the Operator. Reserved Spots shall be broadcast without charge to the Operator, provided, that the Operator shall be responsible or reimburse ASM for any expense incurred in producing a Reserved Spot.

RFP. State of South Carolina Request for Proposal 00-S2651 dated 10/26/1999.

Second Term. The period described in Section 2.1.

Secured Creditor. Any third party to whom ASM may grant a Security Interest to secure obligations owed by ASM to such third party.

Security Interest. Any security interest which ASM may grant to as Secured Creditor in the System, this Agreement or any Advertising Contract.

Sony. Sony Electronics Inc. or its successor in interest.

Spectators. "Spectators" shall mean the number persons attending an event which is included in any computation set forth in this Agreement provided that any person qualifying as a Spectator must have actually attended the relevant event.

Spectator Certificate. A certificate duly executed by the athletic director of the University of South Carolina, or his designee, and delivered to ASM upon the request of ASM certifying as to the total number of Spectators attending the event.

Substantial Damage. Damage to the System that cannot reasonably be expected to be totally repaired within one hundred twenty (120) days from the date work commences.

System. (a) The large video screen and related equipment to be installed in the New Arena substantially as set forth on Exhibit "C" and (b) the work required to properly mount and display the large video screen component of the System. It is understood and agreed that the description of the large video screen and related equipment set forth on Exhibit "C" as of the date of the execution of this Agreement constitutes only a preliminary list of such equipment. The exact components are subject to change between the date of this Agreement and the Completion Date and shall be as set forth on purchase orders from Sony and any other vendors of such equipment. The parties shall each attach a copy of such purchase orders to their copies of this Agreement but, notwithstanding any failure to do so, Exhibit "C" shall be automatically be amended and superceded by the listing of such parts as set forth in such purchase orders.

Taxes. Regardless of whether assessed against ASM or the Operator, all real property or personal property taxes assessed on the System and all sales or use taxes imposed upon any sale or transfer of the System (either on the purchase of the System by ASM or upon any purchase of the System by the Operator), and any other governmental charges that may be imposed based upon the installation or use of the System in the Venue which may be imposed by any federal, state or local taxing authority excluding only taxes assessed against ASM based upon gross receipts, payroll or net income.

Term. "Term" shall mean the Second Term and Renewal Terms.

The University. University of South Carolina, an agency and institution of higher education of the State of South Carolina.

Venue. The real property described on Exhibit "B" attached hereto and the new basketball arena and football stadium and all related appurtenances located thereon.

Venue Signage. All Existing Signage and any signage, both permanent and temporary, located in the Venue in the future by ASM as permitted pursuant to the terms of this Agreement, including without limitation the signage described in Exhibit "D".

EXHIBIT "B"

Legal Description of Venue

Williams Brice Stadium

All that piece, parcel or tract of land in the County of Richland, State of South Carolina, consisting of approximately 15.61 acres, more or less, as shown on a plat prepared for the University of South Carolina by B. P. Barber & Associates, Inc., dated June 25, 1973, and having the following metes and bounds, to wit:

Beginning at an iron pin located at the western most corner of the premises at its intersection with the northern right-of-way of Bluff Road (S. C. Highway No. 48); thence turning and running N 42° 15' E for a distance of 849.9 feet to an iron pin; thence turning and running S 50° 02' E for a distance of 783.7 feet to an iron pin; thence turning and running S 39° 57' W for a distance of 849.2 feet to an iron pin; thence turning and running N 50° 02' W for a distance of 817.8 feet to an iron pin, this being the point of beginning.

New Arena

There is currently no legal description of the New Arena. It will be bounded by College Street to the North, Greene Street to the South, Gadsdon Street to the West and Lincoln Street to the East. Once the legal description has been identified, University General Counsel will provide ASM with an amended Exhibit "B".

EXHIBIT "C"

Video Screen System Description

Sony JumboTron, approximate dimensions 9 by 12 feet, Model JTS-L1515, 15 mm indoor LED video display.

Video Production Equipment Description

ITM #	QTY	MFGR	MODEL	DESCRIPTION
CAMERA SYSTEM				
1	3	Sony	DXC-D30H	1ea, DXC-D30H, Camera Head
2	3	Sony	DXF-701	Quick Start Viewfinder
3	3	Sony	VCT-U14	Tripod Adapter
4	3	Sony	ECM-670	Short Shotgun Microphone
5	3	Sony	LC423TH	Camera Carrying Case
6	2	Sony	DXF51	5" High Resolution Viewfinder
7	1	Canon	J45X9.5BIE/CFM	45x Lens w/ 2x Extender & Camera Mount, Full Manual Ctrl
8	1	Vinten	3716-5	MK 5 Pan Tilt Head with 3053 Wedge Plate
9	1	Vinten	3219-67	Telescoping Pan Bar \$ Clamp
10	1	Vinten	3495-3C	HD1 One Stage Tripod
11	1	Vinten	3497-3B	OB Skid w/Castoring Wheels
12	1	Vinten	VIN-100XLT	Vision 100Head, Two Stage EFP C/F Tripod, Spreader
13	1	Vinten	3219-69	Telescoping Pan Bar \$ Clamp
14	1	Vinten	5338-3	Octagonal Case for EFP Tripods
15	1	Vinten	VIN-5LT2	Vision 5LFHead, Two Stage C/F Tripod, Spreader, Soft Case
16	1	Portabrace	RS-Custom	Rain Cover for J45 Lens and Camera
17	2	Canon	YJ18x9.5BIRS	18x Servo Zoom Lens w/ Extender
18	1	Canon	MS22M	Rear Lense Control Kit
19	2	Portabrace	RS-5TX	Rain Cover for J16 Lens and Camera
20	1	Accu Chart	GS100	4 Chart Test System
21	2	Beyer	DT-108	Single Muff Headset (400 Ohm)
Camera Control				
22	3	Sony	CA-TX7	Triax Camera Adapter
23	3	Sony	CCU-TX7/1	Triax Camera Control Unit
24	3	Sony	RCP-TX7	Camera Control Panel
25	2	Sony	RMM-TXC7//A	Rack Mount
26	1	Panasonic	WVBM503	Triple 5" Monochrome Monitor
Triax Cable				
27	1	Belden	9267	1000' Of 3/8" Triax Cable - PVC Jacketed
28	2	Kings	7703-2	Female Cable Mount Triax Connector - 3/8" Cable
29	2	Kings	7705-2	Male Cable Mount Triax Connectors - 3/8" Cable
30	2	Belden	9232	1000' Of 1/2" Triax Cable - PVC Jacketed
31	3	Kings	7702-9	Female Bulkhead (Rear) Mount Triax Connector - 1/2" Cable
32	3	Kings	7702-3	Male Bulkhead (Front) Mount Triax Connectors - 1/2" Cable
33	1	Canare	R460-S	Cable Reel

RECORD / REPLAY EQUIPMENT

DDR

34	1	Drastic Technology	Cmast 1900 36GB	3 Hour Video Server
----	---	-----------------------	-----------------	---------------------

VTR

35	2	Sony	SVO1620	VHS Recorder/Player
36	2	Sony	RKSVO20	19" Rack Mount Kit for SVO-1610
37	2	Gaines	642	Bi-Directional Balanced Line Interface
38	2	Gaines	175-1	Short Ears - Rack Mount ng
39	1	Panasonic	AJ-D650	Digital Videocassette Recorder
40	1	Panasonic	RAK-750	Rack Mount Kit for DVCPPro Recorders

Control

41	1	DNF Ind.	ST300-S/SM	Slow Motion Controller
42	1	R&M	Clipmaster Arena	Clipmaster Arena Control Software
43	1	R&M	R Mourning	Training
44	1	TBD	TBD	Pentium III 400MHz NT Computer System

Monitoring

45	4	Sony	PVM-8042Q	Fine Pitch 8" Color Monitor
46	2	Sony	MB507//A	BPPG Monitor Mounting Bracket
47	1	Sony	CPDG200	17" SD Trinitron Computer Display
48	1	R&M	VGA\SWX+	Monitor Switchbox and Cables
49	1	TBD	TBD	Under Desk Keyboard Drawer
50	1	Videotek	APM-200	Stereo Audio Monitor

CHARACTER GENERATOR

51	1	Pinnacle	253001NAO	Deko 500 System
52	1	Pinnacle	211500N	DekoTools Option Pack
53	1	Pinnacle	151024RK	24-31 Inch Rack Slides
54	3	Pinnacle	Training (Pinnacle)	Operator Training

Monitoring

55	1	Sony	CPDG200	17" Trinitron Computer Display
56	1	Mid-Atlantic	RSH-4A(10Spaces)	Black Anodized Custom Rack Shelf with Clamp
57	1	Sony	PVM-8042Q	Color Video Monitor
58	1	Sony	MB507//A	BPPG Monitor Mounting Bracket

STILL STORE

STILL STORE

59	1	Pinnacle	153202NA	Lightning202 System
60	1	Pinnacle	154001	Shotbox Control Panel
61	1	Pinnacle	151024RK	24-31 Inch Rack Slides
62	1	Pinnacle	Training (Pinnacle)	Operator Training

Monitoring

63	1	Sony	CPDG200	17" Trinitron Computer Display
64	1	Mid-Atlantic	RSH-4A (10Spaces)	Black Anodized Custom Rack Shelf
65	2	Sony	PVM-8042Q	Color Video Monitor
66	1	Sony	MB507//A	BPPG Monitor Mounting Bracket

PRODUCTION SWITCHER

67	1	Ross	M216A-002	16 Input Video Production Switcher - InDesk Model
68	1	Ross	M216A-140	Pulse Regenerator
69	1	Ross	M216A-160	Linear Key Board Generator

70	1	Ross	M216A-180	Twelve Event Memory System
----	---	------	-----------	----------------------------

Monitoring

71	4	Sony	PVM-8042Q	Fine Pitch 8" Color Monitor
72	2	Sony	MB507//A	BPPG Monitor Mounting Bracket
73	1	Sony	PVM14M2U	14" High Resolution Monitors
74	1	Sony	MB502B	Rack Mount Kit for 13" PVM Monitors
75	4	Panasonic	WVBM503	Triple 5" Monochrome Monitor

DIGITAL EFFECTS AND MONITORING

76	1	Pinnacle	201001N-A	AlladinPRO, Single 1+1 Channel Analog Workstation
77	1	Pinnacle	151024RK	24-31 Inch Rack Slides
78	1	Pinnacle	3373-100	Control Panel Extension Cable

Monitoring

79	1	Sony	CPDG200	17" Trinitron Computer Display
80	1	Mid-Atlantic	RSH-4A(10Spaces)	Black Anodized Custom Rack Shelf
81	1	Global Computer	TCC23181B	Under Desk Keyboard Drawer
82	1	Panasonic	WVBM503	Triple 5" Monochrome Monitor
83	3	Sony	PVM-8042Q	Fine Pitch 8" Color Monitor
84	2	Sony	MB507//A	BPPG Monitor Mounting Bracket
85	1	Sony	MB509//A	Filler Panel

EDITOR

86	1	Pinnacle	50180	ReelTime RT "Ready to Edit" w/ RealTime Nitro
----	---	----------	-------	---

Monitoring

87	1	Sony	CPDG200	17" Trinitron Computer Display
88	1	Mid-Atlantic	RSH-4A(10Spaces)	Black Anodized Custom Rack Shelf
89	1	Cybox	SV2(CYBEX)	SwitchView 2-Port KVM Switch
90	1	Cybox	CPS26	PS/2 Cable Kit
91	3	Black Box	SR030	ABC-DB9 Switches
92	1	Black Box	SR001A	Rack Mount Chassis Mini (3.5"X19"x5.9")

MAIN ROUTER EQUIPMENT

93	1	Sierra	804040	16 X 16 Composite Video / Dual Audio Routing Frame
94	1	Sierra	504001	Serial Control Module
95	1	Sierra	504044	16X16 Video Crosspoint Module
96	2	Sierra	504045	16X16 Audio Crosspoint Module
97	8	Sierra	803155	Audio Fanout Adapter
98	8	Sierra	803638	16 X 1 Single Bus Remote Panel
99	1	Sierra	804048	16 X16 XY Remote Control Panel
100	1	Sierra	804046	Hub Controller
101	4	Sierra	AC10809	8 Meter, 9 Conductor Control Cable
102	4	Sierra	AC11509	15 Meter, 9 Conductor Control Cable

AUDIO

103	1	Mackie	1604VLZ	16 Channel Audio Mixer
104	1	Stewart	PA100B	Room Monitor Amplifier
105	1	Stewart	RMK100	Single Amplifier Rack Mount Kit
106	2	JBL	Control 1	Compact Audio Monitoring Speaker
107	2	JBL	MTC-2	Mounting Bracket for Control-1 Speaker

108	1	Videotek	APM-200	Stereo Audio Monitor
109	1	ElectroVoice	RE-55	Dynamic Microphone
110	1	Shure	M267	Microphone Mixer
111	1	Gaines	642	Bi-Directional Balanced Line Interface
112	1	Gaines	175-1	Short Ears - Rack Mounting

SYNC GEN./FRAME SYNC EQUIPMENT

113	1	Leitch	SPG-1302N	NTSC/D2 Sync Generator
114	1	Leitch	2602TG	NTSC Test Generator Module (for SPG1320N)
115	1	Prime Image	2X	Dual Frame Sync
116	1	Prime Image	50II	Time Base Corrector/ Synchronizer
117	2	Videotek	RS-103A	10 X1 Video Switcher w/RS-232 IF

COMMUNICATIONS SYSTEM

118	1	RTS	PS15	2 Channel Power Supply
119	1	RTS	MCP-2	Single Rack Mount Kit
120	3	RTS	BP325	Programmable Two Channel Headset Station
121	4	RTS	MRT-327	2 CH User Station
122	4	RTS	MCP-2	Single Rack Mount Kit
123	1	RTS	MCE325	Programmable User Station
124	1	RTS	MCS325	Modular Speaker
125	1	RTS	MCP-1	Dual Rack Mount Kit
126	1	RTS	MCP5	12" Pannel Mount Microphone
127	8	Beyer	DT-108	200 Ohm Black Single Muff Headset
128	1	RTS	SAP612	6 Channel Source Assign Panel
129	1	Clearcom	TW-12B	Party Line Clear-Com to RTS Interface

TERMINAL EQUIPMENT

130	5	Leitch	FR-684	2RU Video DA Frame
131	36	Leitch	VEA-684	EQ Video Distribution Amplifier w/Clamping
132	6	Leitch	VDA-683	Video Distribution Amplifier w/Clamping
133	8	ADC	HUM-1	Humbucker
134	1	Mid-Atlantic	VDS	Mounting Shelf For Humbuckers
135	1	Matthey	Type 5	Video Delay Rack Panel (15 Box max)
136	5	Matthey	NV-360	Switchable Video Delay Line
137	8	ADC	PPI2226RS-75N	26 Position Composite Video Patch Bay
138	13	ADC	BK4V	4' Black Video Patch Cord
139	6	ADC	PPA3-14MKIIHN	2 x 24, 3.5" Standard Pro Patch Mark II Half Normaled
140	10	ADC	BK4	3' Black Audio Patch Cord
141	10	ADC	BK3B	3' Black Bantam Audio Patch Cord
142	1	Leitch	FR-884	2RU 12-Cell Audio DA Frame
143	8	Leitch	APD-880-3	Mono/Stereo Summing Low Imp. Audio Distribution Amplifier Module
144	1	Sony	PVM14M2U	14" High Resolution Monitors
145	1	Sony	MB502B	Rack Mount for PVM-1354Q
146	1	Tektronix	1730	1/2 Rack Width Waveform Monitor
147	1	Tektronix	1720	1/2 Rack Width Vectorscope
148	1	Tektronix	1700F05	Dual Rack Mount Kit

INSTALLATION COMPONENTS

149	5	Stantron	4497C001	45 RU Equipment Rack Frame Assembly in 8T Finish, Including;
150	5	Stantron	SF2007830	19" HPS 78" VPS (45RU) 30"Depth Vertical Rack Frame
151	5	Stantron	LM-78	78VPS 90 Degree Mounting Angle
152	5	Stantron	ICBB78	78" VPS Copper Isolated Buss Bar
153	30	Stantron	3866A0011	78"VPS Aluminum Lacing Bars
154	5	Stantron	P26L	19" HPS 26.25 VPS Louvered Formed Panel
155	5	Stantron	DF78LLKLH	Left Handed Flushmount Louvered ear Door
156	2	Stantron	SS2007830	78" VPS 30" D Square Side Panels
157	1	Mid-Atlantic	D-2DRAWER	Tape Storage Drawer
158	1	ASM	TBD	6 Bay Console
159	1	ASM	TBD	4 Racks Mount Work Surface w/ Side Return

SCREEN CONFIDENCE CAMERA

160	1	Sony	SSC-C104	CCD Color Surveillance Camera
161	1	Sony	YF12A-SNDSA3/1	1/3" CS Auto Iris Lens
162	1	Sony	YS-W150	Single Camera Power Over Coax Unit
163	1	Sony	KV-9PT60GRAY	9" Receiver / Monitor
164	1	TBD	TBD	Satellite Receiver
165	1	TBD	TBD	Satellite Antenna
166	1	TBD	TBD	Roof / Patio Mount

SCREEN FIBER OPTIC DELIVERY SYSTEM

167	2	Telecast Fiber	VR-6S-0-0	Viper 2RU Rack Shelf
168	1	Telecast Fiber	TX/RX103-N	Video Transmitter/Receiver Module Set, N-Level,850nm
169	2	Telecast Fiber	ADAP-AC-02	AC Power Adapter (Indoor) ; 15 VDC@2A/120 VAC; 4-pin XLR

I/O PANEL EQUIPMENT

Net Truck Interface Box

170	1	ASM	TBD
171	1	Rose Enclosures	21406000
172	2	Rose Enclosures	21610002

Facility Interface

174	1	ASM	TBD
-----	---	-----	-----

Termination Breakout for signals to and from Sports Remote Truck (Does not include conduit or cable pulls)
 Truck Connection Panel
 Fiberglass Watertight Cabinet
 Locking Door Handle w/ key (2 Required)
 Termination Breakout for signals to and from Facility AV Systems (Does not include conduit or cable pulls)
 Interface Connection Panel (Located in rear of racks)

PARTS AND MATERIALS

175	1	ASM	Parts & Materials
176	1	ASM	Parts & Materials

Audio and Video Bulk Cable, Connectors, and Hardware for all equipment within the Control Room.
 Audio, Video and Fiber-optic connectors used in terminating the control room to ICS room.

TBD = To Be Determined
 ASM+ Action Sports Media