



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

EXHIBIT "D"

Venue Signage

<u>Element</u>	<u>Rights Effective Dates</u>
<u>Carolina Coliseum</u> New marquee to be built outside existing Carolina Coliseum.....	Initial Term, Second Term and Renewal Terms, if built by ASM.
<u>New Arena</u> New marquee to be built outside the New Arena	Initial Term (If and when marquee can be built without impinging on the construction of the new arena.) Second Term and Renewal Terms
All interior and exterior signage except..... basketball courtside and temporary hockey signage.	Second Term and Renewal Terms
Permanent Exterior and interior Naming Signs	Second Term and Renewal Terms
Use of name during construction	Initial Term
Construction hoarding signage.....	Initial Term.
Video and audio Programming, (Local Spots and National Spots)	Second Term and Renewal Terms
Commercial Public Address announcements.....	Second Term and Renewal Terms
All Corporate Marketing.....	Second Term and Renewal Terms

Williams-Brice Stadium:

<u>Element</u>	<u>Rights Effective Date</u>
Exterior Marquee	Beginning 2003/2004 season or at such time as ASM replaces the existing marquee with a new marquee, whichever is earlier, and continuing through the Term.
All video and audio programming,	Beginning 2001/2002 season and extending through Second Term and Renewal Terms.
Public Address announcements,	
Two tri-vision panels,	
One permanent soft drink bottle,	
Fifteen 30-second video spots on 16mm LED message center,	
Instant replays,	
Live post-game press conference,	
Six permanent signs in South End Zone,	Beginning 2001/2002 season and extending through Second Term and Renewal Terms
Concourse/Internal portal signage, except 15 removable ramp signs.	
Two Hustle Boards, locations to be mutually agreed upon.	When built
Additional signage constructed by ASM	July 2003
Corporate Marketing	

Other Venues

<u>Element</u>	<u>Rights Effective Date</u>
Soccer, Baseball and Softball Scoreboard signage	If and When built by ASM

Pouring Rights:

<u>Element</u>	<u>Rights Effective Date</u>
Pouring rights, all athletic venues	January 2001

Existing Corporate Marketing

Williams-Brice Stadium: USA (Host) has rights to Corporate Marketing in Williams Brice Stadium until July 2003. After the expiration of the current USA agreement, these rights will be granted exclusively to ASM. All Existing Corporate Marketing agreements will expire prior to July 2003.

New Arena: No existing agreements.

Existing Signage

Williams-Brice Stadium

<u>Name of Advertiser</u>	<u>Location and Size of Signage</u>	<u>Product or Service</u>	<u>Remaining Term Under Agreement</u>
Bank of America	2 scoreboard trivisions	Banking	
Bi-Lo	1 scoreboard trivision		
Coke	2 scoreboard trivisions 2 south end zone panels	Soft drinks	
Verizon	1 scoreboard trivision	Cellular phone service	
Ducane	1 south end zone panel		
Carolina Dodge	1 south end zone panel	Automobile/Truck Sales	
"76" K Stores	1 south end zone panel		

EXHIBIT "E"

Full Service Maintenance Agreement

See attached.

4-15-99

**SONY ELECTRONICS, INC.
JUMBOTRON FULL SERVICE MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into on _____ (date), by and between Sony Electronics, Inc., with its principal office located at 1 Sony Drive, Park Ridge, New Jersey 07656; and

(correct legal name)

a _____
(indicate if corporation, partnership, or sole proprietorship and state of incorporation if corporation)

with its principal office located at _____
(street)

(City) (State) (Zip) ("Customer").

1. Scope and Term of Agreement.

Customer hereby engages Sony to provide, and Sony hereby agrees to provide, maintenance service on the JumboTron video display system (the "Equipment") owned, leased, or operated by

_____, at

(identify exact name and location)

(the "Location"), during the coverage period of ten years commencing on _____ and ending on _____ (the "Coverage Period"), unless sooner terminated in accordance with Article 8. Notwithstanding the foregoing, Sony's obligations under this Agreement shall be contingent upon Sony's prior receipt and acceptance of a copy of this Agreement executed by a duly authorized representative of Customer.

2. Consideration.

Based on Customer's anticipated usage only for sanctioned college/university events, Customer shall not be required to pay Sony any maintenance for the entire Coverage Period. In the event that, at any time, the Equipment is used for any other events or at other times unrelated to sanctioned college/university events, any additional service necessitated thereby

shall be provided as additional services pursuant to Article 5.

3. Services to be Provided.

A. **JumboTron.** For the JumboTron system, during the Coverage Period, Sony shall provide the following maintenance services (including providing necessary replacement parts) with respect to the Equipment consisting of and covering only the equipment listed in Exhibit A attached hereto, to the extent expressly set forth below:

(1) **Preventive Maintenance.** Prior to the start of the football and/or basketball season, as appropriate, Sony will perform or cause to be performed a preventive maintenance check and system alignment, up to three days in duration. Prior to each home football game, or once a month in the case of basketball arenas, Sony will perform or cause to be performed a preventive maintenance check up to one day in duration. Customer shall perform set-up and provide all power and all other necessary functions for normal operations during each such maintenance check.

(2) **Field Replaceable Block (FRB) Program.** In cases where customer testing, performed under Sony's direction, isolates a problem to a field replaceable assembly, Sony may direct the Customer to replace defective assemblies, either using inventory maintained on site by Sony or using parts shipped by Sony to solve a specific problem. Customer shall provide personnel, trained by Sony, to perform such replacement and follow Sony's instructions for returning defective parts.

(3) **Equipment Lighting Units.** Sony shall repair or replace, at its option, JumboTron Display Units (LED or CRT lighting elements, tubes, and associated electronics) free of charge as follows: Customer personnel shall perform the testing, repair, replacement and alignment for which Sony has provided training to Customer. Customer shall send unrepairable Display Units to Sony freight pre-paid. Sony shall either repair or replace the defective Display Units it receives from Customer and return them to Customer freight pre-paid.

(4) **On-Site Service.** Provided that Customer shall have performed tests as directed by Sony and thereby determined that the problem is with the Equipment and not due to any external source, and that the problem cannot be corrected by the Customer using the procedures described in 3.A.(2) or 3.A.(3), Sony personnel or a Sony-designated third-party service shall provide troubleshooting and repair services on site for both emergency and non-emergency malfunctions. For emergency service, response time shall be as soon as reasonably possible, but in no event later than forty-eight (48) hours after notification. For this purpose, an emergency shall mean a major malfunction of the Equipment so that the display screen(s) is (are) inoperable. If a picture appears and graphics can be shown, no emergency shall be considered to exist. Non-emergency service shall be provided during the preventive maintenance checks described in paragraph 3.A.(1) above. In the event Customer causes Sony to make a service call which could have been avoided by the proper performance of the above-referenced tests, Customer shall pay Sony all of its expenses incurred for such call, in addition to any other

charges due under this Agreement.

(5) **Telephone Consultation.** Sony personnel shall be available for telephone consultation during normal business hours. On nights, weekends, or holidays, the Sony Emergency Response System shall be available to Customer for the purpose of contacting the first available Sony technician or engineer for telephone consultation.

(6) **Other Preventive Maintenance.** Sony may, at its own discretion, conduct one maintenance check annually in accordance with the guidelines set by Sony. If Sony determines to make such maintenance check, it shall take place at Customer's facility and shall be scheduled as mutually agreed between the parties. Customer shall perform set-up and provide all power and all other necessary functions for normal operations during each such maintenance check which Sony determines to conduct. Following each such maintenance check, Sony shall issue a written report to Customer describing the condition of the Equipment, the work performed by Sony in conjunction with the maintenance check and recommendations for the future.

(7) **Training.** If not provided under a prior agreement, Sony shall provide initial training for qualified Customer personnel in the operation and routine maintenance of the Equipment shortly after the commencement of the coverage period. Additional training shall be provided upon Customer's request at mutually agreeable times and at Sony's standard charges therefor.

B. **Video Production Equipment.** With respect to the Video Production Equipment, consisting of the equipment listed in **Exhibit B** attached hereto, if any, Sony shall make available to Customer optional additional services pursuant to Article 5, to assist Customer in troubleshooting and in obtaining replacements, rentals, or repairs, as appropriate.

4. Exclusions.

A. The services provided pursuant to Article 3 shall not include: electrical work external to the Equipment; any alterations, modifications, or additions to the Equipment; any operating or cleaning of the Equipment; painting, refinishing, relocation, or the addition of accessories; any service, repair, replacement, maintenance, or consulting due to accident, neglect, misuse, abuse, failure to provide suitable environment for proper functioning of the Equipment in accordance with its specifications; any service or repair necessitated due to damage or failure caused by personnel of Customer or any third person, vandalism, natural disaster, power failure, act of governmental authority, or Customer's failure to conduct routine maintenance. Customer acknowledges that the term "misuse," as used in this paragraph, shall include, but shall not be limited to, the prolonged and repeated display of a single static picture on any part or all of the Equipment display screen(s) (i.e., the phenomenon known as "burn-in").

B. Sony shall have no responsibility to provide any services with respect to trailers, hydraulics, air conditioning, mechanicals, or control room video processing equipment

other than that listed in **Exhibits A and B** attached hereto.

C. Except as described in Section 3B, this Agreement provides no services related to the video production equipment listed in Exhibit B.

D. Sony shall have no responsibility to improve the quality or condition of the Equipment or any component thereof beyond its level at the commencement of the Coverage Period and does not guarantee any particular brightness level for the Equipment or any component thereof.

5. Additional Services.

Subject to availability of service personnel and parts, the following additional services shall be available to Customer on an optional basis for an additional charge at Sony's standard rate for parts and/or labor, subject to additional cost reimbursement if Sony is required to obtain outside specialized repair work from third parties:

A. Any service, engineering, or consulting work requested by Customer which is not expressly covered under Article 3, including, but not limited to, the addition of new features to the Equipment, service due to excess usage as provided in Article 2 and any service, repair, or replacement excluded in accordance with Article 4.

B. Repair or replacement of any video production equipment or the rental of substitute equipment.

C. Additional training as provided for in Paragraph 3A(6).

6. Customer Responsibilities.

Customer shall:

A. Provide; at Customer's expense, qualified technical personnel, acceptable to Sony and sufficiently competent to carry out Customer's obligations under Paragraphs 3A(1), 3A(2), 3A(3), and this Section 6, and generally with respect to the Operation and maintenance of the Equipment.

B. Provide, at Customer's expense, qualified technical personnel, acceptable to Sony and sufficiently competent to carry out Sony's obligations under this Agreement and generally with respect to the operation and maintenance of the Equipment and to follow instructions from Sony personnel, so as to enable Sony to efficiently and effectively discharge its responsibilities under this Agreement in the event existing labor relations at the Location do not permit hands-on work by Sony personnel.

C. Refrain from performing or having performed on its behalf any alteration,

modification, relocation, or addition to the Equipment and any component thereof without the prior written consent of Sony;

D. Provide, at Customer's expense, all primary power, free from electrical noise, to operate the Equipment and all components thereof;

E. Maintain clean, climate-controlled environment for the Equipment and all components thereof, including, but not limited to, keeping the housing of the Equipment display screen(s) water tight so as to ensure that no water shall enter the Equipment screen(s), with the understanding that any damage caused by Customer's failure to do so shall be considered misuse, the correction of which shall not be covered as a service provided by Sony under Article 3 of this Agreement;

F. Maintain, at Customer's expense, the outside surface and housing of the Equipment display screen(s), including, but not limited to, painting, refinishing, conduit, and structural work;

G. Perform, at Customer's expense, routine maintenance on the JumboTron Equipment, the Video Production Equipment, and related equipment and supplies according to instructions provided by Sony, including without limitation cleaning and dusting of all equipment and cleaning and replacement of any and all air filters and fans.

H. At Customer's expense, maintain in good operating condition all Video Production Equipment.

I. Provide full, free, and safe access to the Equipment, the video production equipment, and related components for Sony personnel without interruption or assistance by others, unless such assistance is requested by Sony or required by local labor rules, with the understanding that any delay in obtaining such access or the assistance of any local labor as may be required or requested shall be separately charged to Customer at Sony's standard labor rates for additional services; and

J. Maintain accurate and up-to-date usage and service records concerning the Equipment, including a detailed period of usage of parts provided by Sony, and provide a report thereof, in form and content acceptable to Sony, on an annual basis.

7. Limitation of Liability.

Sony shall in no event be liable for any special, indirect, consequential, or incidental damages arising out of Sony's performance, breach, or termination of this Agreement. SONY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING PARTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.