



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

- 14.11 Headings.** All headings are for reference purposes only and must not affect the interpretation of this Agreement. All references to “days” in this Agreement mean business days. All references to “including” mean “including without limitation”.
- 14.12 Exhibits.** All exhibits are fully incorporated into this Agreement.
- 14.13 Governing Law.** This Agreement is governed by and must be interpreted under South Carolina law, without giving effect to any applicable conflict or choice-of-law provisions.
- 14.14 Notice to or Consent of Sponsor.** Whenever any provision of this Agreement requires **(i)** that notice be delivered to, or **(ii)** the prior consent of, Sponsor, notice shall be delivered to, and prior consent obtained from, both Company and Bottler.
- 14.15 Arbitration of Disputes.** Any dispute or claim which arises out of or which relates to this Agreement, or the interpretation or breach of this Agreement, shall be resolved in accordance with the then effective commercial arbitration rules of the American Arbitration Association and the results of such arbitration shall be binding on all Parties. The venue for any such arbitration shall be in Columbia, South Carolina. Notwithstanding the foregoing, any Party may apply to a court having jurisdiction to **(i)** enforce this agreement to arbitrate, **(ii)** seek provisional injunctive relief so as to maintain the status quo until the arbitration award is rendered or the controversy is otherwise resolved, **(iii)** avoid the expiration of any applicable limitations period, or **(iv)** to preserve a superior position with respect to other creditors.
- 14.16 Attorney's Fees.** In case any suit or action or proceeding in bankruptcy court or arbitration is instituted by any Party hereto arising out of this Agreement, the prevailing Party in such action, including any appeal, shall be entitled, in addition to the cost and disbursements provided by statute, to reasonable attorneys fees as determined by the arbitrator or by the court on trial or appeal.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their respective duly-authorized officers effective as of the date first above written.

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THE COCA-COLA COMPANY,
by and through the Coca-Cola North
America division

By: [Signature] JFL
Sharon J. Byers
Title: Group VP, Marketing Assets
Date Signed: August 4, 2011

UNIVERSITY OF SOUTH CAROLINA

By: [Signature]
Thomas L. Stepp
Secretary, USC Board of Trustees
Date Signed: 7-13-11

By: [Signature]
Eric Hyman
Director of Athletics
Date Signed: 8.9.2011

CCBCC OPERATIONS, LLC

By: [Signature]
SVP Sales + Marketing
Date Signed: 7/18/11

INTERNATIONAL SPORTS PROPERTIES
INC.

By: [Signature]
Title: SVP & CFO
Date Signed: 7-19-11

ACTION SPORTS MEDIA, INC.

By: [Signature]
Title: VICE PRESIDENT
Date Signed: 7-19-11

GAMECOCK SPORTS PROPERTIES, L.L.C.

By: [Signature]
Title: General Manager
Date Signed: July 14, 2011

Exhibit A

Definitions

“**Affiliate**” means, as to any entity, any other entity which is controlled by, controls, or is under common control with that entity. The term “control” (including the terms “controlled”, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity.

“**Agreement Year**” means each twelve month period beginning August 1 and ending July 31 each year of the Term.

“**Approved Cups**” means (i) non-disposable or souvenir cups that display only marks belonging to Company and the University Marks on a mutually agreed portion of the exterior cup surface and (ii) disposable cups that display marks belonging to Company on one-hundred percent (100%) of the exterior cup surface as approved in writing by Company. The Company’s current disposable Approved Cup is indicated in Exhibit G.

“**Athletics Facilities**” means public areas of all buildings and grounds owned, controlled or operated by University Athletics primarily for athletics events during the Term, including facilities built or acquired during the Term.

“**Beverages**” means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, and all other beverage bases from which Beverages can be made are deemed to be included in this definition. For the avoidance of doubt non-alcoholic beverages sold as “shots” or “supplements” are considered Beverages.

“**Blockage**” means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. “Blocked” has a corresponding meaning.

“**Broadcaster**” means any person or entity that in fulfillment of any agreement with University for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the Internet) any, film, videotape, or other recording or rendering of all or substantially all of any Team game or event held at the Athletics Facilities. “Broadcast” has a corresponding meaning.

“**Company Beverages**” means Beverages manufactured, distributed, marketed or sold under trademarks or brand names owned or controlled by or licensed for use to Company.

“**Competitive Product**” means all Beverages that are not Company Beverages, and all products marketed under Beverage trademarks that are not Company Beverages.

“**Designations**” means (1) “Official Soft Drink or water of the University of South Carolina Athletics, the Teams and/or the Athletics Facilities”; and (2) “Official Soft Drink or water of the University of South Carolina Gamecocks.

~~“National Account Pricing” The Company’s national account prices, by brand and package, as published by Coca-Cola Fountain and charged nationwide to its national chain account customers for its fountain syrups. These prices are subject to change from time to time in Company’s sole discretion to reflect changes applicable to all customers qualifying for national account pricing.~~

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“NCAA” means the National Collegiate Athletic Association.

~~“Pouring Rights” means those rights specifically identified in Sections 3, 4 and 5 of this Agreement.~~

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“SEC” means the Southeastern Conference.

“Sports Nutritional Beverages” (“SNBs”) means Beverages, in a ready-to-drink or powder form, that provides a blend of protein, vitamins and minerals used to affect metabolic function, muscular replenishments, as a protein supplement, and/or used for meal replacement, but is not used for or marketed as having hydration benefits and is not marketed as a “water,” “Sports Drink” or an “Energy Drink.” Current examples of SNBs include Met-RX®, Muscle Milk®, Gatorade® Nutrition Shake, Ensure®, and Myoplex®.

“Team” means any intercollegiate athletic team associated with University.

“Term or Extended Term” means, and the term of this Agreement is, the period beginning on August 1, 2001 and continuing until July 31, 2017, unless mutually extended by written agreement of the Parties or unless sooner terminated as provided herein.

“University Athletics” means the University athletic department and University’s athletic programs.

“University Mark” means any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by the University or any Rights Holder that refers to or identifies University Athletics ~~and is shown in Exhibit G.~~

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Exhibit B

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Exhibit C

Beverage Pricing

Post-Mix Products:

Price to University – then current National Account Pricing, subject to increase from time to time

Price to Concessionaire – governed by agreement between Concessionaire and Company

Bottle/Can Products: (As of 1/1/2010)

–	
20 oz Dasani bottles	\$10.75
6 Pack Can	\$ 9.25
20 oz Minute Maid Blends	\$15.75
20 oz Powerade	\$17.50
20 oz Carbonated Soft Drinks	\$15.75
1 Litre Dasani	\$11.25
12 oz Dasani	\$ 9.25
15.2 oz Minute Maid	\$20.00
5 gallon Bag in box	\$56.70
2.25 gallon bag in box	\$29.65
CO2 Gas [20lbs]	\$18.00
12 oz Foam Cups (1000)	\$30.00
16 oz Foam Cups (500)	\$22.00
24 oz Foam Cups (300)	\$18.00
32 oz Foam Cups (300)	\$36.00

Price Adjustments for Bottle/Can Products – Up to 3% annually or alignment with national account pricing agreement with Concessionaire.

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Exhibit D

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Exhibit E

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Exhibit F

Sponsorship Inventory, Signage, Advertising, and Tickets

1. **Sponsorship Inventory.** Each Agreement Year during the Term, Sponsor will receive the following sponsorship inventory:

(A) Football

- (1) Main Scoreboard Tri Vision**
 - Sponsors logo will be displayed on one (1) 16' x 16' tri vision panel on the main scoreboard during all home football games
- (2) Scoreboard Signage**
 - One (1) Coke logo will be displayed on the scoreboard at all times during the football season
- (3) Marquee**
 - One (1) of the three (3) sided panels on the Marquee signage in the parking outside of Williams-Brice Stadium
 - Includes logo recognition on the matrix message board
- (4) Video Board Feature**
 - Entitlement of two (2) unique feature promotions per game (i.e., starting line-ups, fan contest, trivia, player of the game, etc.); Including opening and closing billboard
- (5) Video Board Commercial**
 - Sponsor will receive three (3) :30 spots, without audio, on the video board per home game
- (6) Concession Signage**
 - Sponsors logo will be displayed on the menu boards in the concession stands at all football games
- (7) Radio**
 - One (1) :30 spot during each football broadcast on the Gamecock ISP Radio Network (12 broadcasts)
- (8) TV**
 - One (1) :30 spot during each Steve Spurrier TV show (14 shows)
- (9) Promotions**
 - Two (2) season long promotions