



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

(B) Men's Basketball

- (1) Hustleboard
 - Sponsors logo will be displayed on two (2) 2 x 10 hustleboard static panels in the interior of the Colonial Life Arena
- (2) Video Board Instant Replays
 - Presenting sponsor of approximately eight (8) replays per men's and women's home games; logo will remain in bottom corner of screen during replay
- (3) Video Board Feature
 - Entitlement of two (2) unique feature promotions per men's and women's home games (i.e., starting line-ups, fan contest, trivia, player of the game, etc.)
- (4) Matrix Board
 - Sponsors logo will be displayed on the matrix board in the Colonial Life Arena
 - Concession Signage
 - Sponsors logo will be displayed on the concession sign age where needed
- (5) Radio
 - One (1) :30 spot during each men's basketball broadcast on the Gamecock ISP Radio Network (29 broadcasts)
- (6) TV
 - One (1) :30 spot during each Darrin Horn TV show (14 shows)
- (7) Promotions
 - One (1) season long promotion

(C) Baseball

- (1) Video Board Feature - New
 - Entitlement of one (1) exclusive video board feature per game: "Coke Zero Inning" - After each inning that USC holds the opponent to zero runs, one (1) PA will state;
 - "That was another Coke Zero inning. Each fan sitting in Section A Row A, will receive a coupon for one (1) free Coke Zero"
- (2) Video Board Replay - New
 - Sponsorship of two (2) replays per game, including full-screen logo exposure
- (3) Scoreboard Sign - New
 - One (1) 87.6"x88.38" scoreboard sign located on the upper right-hand corner

- (4) PA Announcements - New
 - Coca-Cola will receive four (3) PA announcements during each game:
 - One (1) will be designated for the scoreboard sign
 - Two (2) will be designated for the "Coca-Cola" Picnic Area
- (5) Picnic Seating Area - Coca-Cola Picnic Area - New
 - Coca-Cola will receive one (1) sign in the left field corner picnic seating area during each home game
- (6) Radio
 - One (1) :30 spot during each baseball broadcast on the Gamecock ISP Radio Network (56 broadcasts) - 22 additional broadcasts starting in 2009
- (7) TV
 - One (1) :30 spot during each Ray Tanner TV show (6 shows)

(D) Women's Basketball

- (1) Radio
 - One (1) :30 spot during each women's basketball broadcast on the Gamecock ISP Radio Network (29 broadcasts)
- (2) TV
 - One (1) :30 spot during each Dawn Staley TV show (6 shows)

(E) Print

- (1) Ticketbacks
 - Sole recognition on the backs of all tickets to men's football and basketball team home games
- (2) Program ads
 - One (1) full-page, color ad in the football and men's basketball game program

(F) Merchandising

- (1) Football
 - Fourteen (14) Club Area, 600 Level season tickets for football
 - One (1) luxury suite at all home football games
 - Eleven (11) parking passes for football
 - Non conference tickets made available to sponsors as available
 - Sixteen (16) tickets to non-football events
 - Entry into future private club, four (4) preferred seating tickets made available for sponsor to purchase at then current prices

- (2) Basketball
 - Four (4) season tickets for basketball, (lower deck, midcourt)
 - One (1) luxury suite
 - Two (2) party nights for fifty (50) includes food and beverage, up to maximum value of \$3,300, based on current University pricing
 - Eleven (11) parking passes for basketball
 - Entry into future private club, four (4) preferred seating tickets made available for sponsor to purchase at then current prices
- (3) Baseball
 - Four (4) baseball season tickets - New
 - One (1) suite - consists of use of the suite for all home baseball games, twelve (12) tickets will be included
- (4) Other
 - Eight (8) playing spots in Golf Tournament, (two (2) foursomes in the University annual car dealers tournament) as long as such event is held
 - Sponsor will have the right to purchase additional tickets at face value, as available, during each year of this agreement

2. **Signage.** (Section 7.3)

- (A) **Appearance.** Sponsor will specify the advertising message and graphics for its signage, subject to the applicable Rights Holder and University approval. All other aspects of the design, construction, and general appearance of the signage must meet Sponsor's reasonable specifications, subject to University approval.
- (B) **No Obstruction of Signage.**
 - (1) Sponsor's signage at the Athletics Facilities must not be Blocked by University or any third party except at events where all commercial signage is Blocked. This includes Blockage during the Broadcast of any Team game or other event held at the Athletics Facilities. Notwithstanding anything herein, University may cover Sponsor's signage to the extent expressly required by the constitution and by-laws of the National Collegiate Athletic Association ("NCAA") during NCAA championship events so long as signage for all other University sponsors is also covered.
 - (2) To protect Sponsor's rights in (B)(1), University will cause third parties to agree to comply with (B)(1) in all new or renewed agreements involving rights to Broadcast Team games or other events held at the Athletics Facilities, or otherwise photograph the Athletics Facilities.
- (C) **Obligation to Maintain Signage.** The applicable Rights Holder will install and maintain all materials used for the sign panels described in Section 1(A) above, and for the structures supporting the panels. The applicable Rights Holder will repair -any malfunction, damage, or destruction to the panels or supporting structures within a commercially reasonable period. All installation, maintenance and repair will be at

the applicable Rights Holder's expense, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics.

- (D) **Illuminated Signage.** The applicable Rights Holder will supply the required electricity for all lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any commercially sponsored signs in the same facility are illuminated.
- (E) **Access to Signage.** At all reasonable times, the applicable Rights Holder will provide Sponsor access to its signage to replace, remove, or modify it.

3. **Print Advertising.**

- (A) Intentionally left blank by the Parties
- (B) Sponsor will provide mechanicals consistent with University's technical requirements for advertising. Sponsor will provide these mechanicals before University's deadlines, but University must give Sponsor reasonable notice before each deadline. If Sponsor has not provided the mechanicals before a deadline, then University may print advertising previously provided by Sponsor. All of Sponsor's advertising must be printed according to Sponsor's reasonable specifications, but the content must be reasonably acceptable to University and must conform to the general look and feel of each publication.

4. **Tickets.** In addition to those tickets identified in Section 1 above, Sponsor will have the right to purchase additional tickets at face value, as available, during each year of the Agreement.

Exhibit G



Exhibit H



America's Home
for College Sports

540 NORTH TRADE STREET
WINSTON-SALEM, NC 27101
ISPSPORTS.COM

PHONE (336) 768-3400
FAX (336) 768-7681

March 3, 2010

Mr. Bruce Strothers
Marketing Counsel
The Coca-Cola Company
One Coca-Cola Plaza, N.W.
Atlanta, GA 30313

Ms. Tracey Mitchell LeRoy
K&L Gates
Hearst Tower
214 North Tryon Street, 47th Floor
Charlotte, NC 28202

Dear Mr. Strothers and Ms. LeRoy:

RE: University of South Carolina

As we discussed on our call this morning, please note the following:

- Actions Sports Media, Inc., a Washington corporation ("ASM"), is the exclusive holder of all signage rights at the University of South Carolina (the "University") for football and basketball (the "Signage Rights") pursuant to that certain contract between ASM and the University dated August 1, 2000.
- Gamecocks Sports Properties, L.L.C., a Missouri limited liability company ("GSP"), is the exclusive holder of all multi-media rights for University athletics, excluding Signage Rights, pursuant to that certain contract between GSP and the University dated July 1, 2007.
- As of February 15, 2008, each of ASM and GSP are owned fifty percent (50%) by Learfield Communications, Inc. and fifty percent (50%) by International Sports Properties, Inc.
- In February 2008, ASM entered into a Management Services Agreement with GSP whereby GSP agrees to provide certain management, accounting, fulfillment and sales services to ASM.

I would be pleased to discuss this matter with you.

Best regards,

A handwritten signature in black ink, appearing to read 'Joe E. Weatherly'.

Joseph E. Weatherly
Executive Vice President & Chief Financial Officer

EXHIBIT I
COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT

1. **LEASE AGREEMENT AND TERM.** The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Sponsorship Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the "Commencement Date"). If this Lease is terminated with respect to any piece of Equipment for any reason prior to 100 months from the Commencement Date for that piece of Equipment unless Lessee has terminated the Sponsorship Agreement for an uncured breach by Company or unless a concessionaire has assumed the Lease Agreement, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company's equipment on campus until the equipment can be reinstalled in new locations.

2. **TITLE TO THE EQUIPMENT.** Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY.

3. **USE OF EQUIPMENT.** Lessee agrees that the Equipment will be used to dispense only Company Products.

4. **WARRANTY DISCLAIMER:** LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.

5. **MAINTENANCE AND REPAIRS.** Lessee's sole recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship. Company shall not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment and Company assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.

6. **RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Lessee. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.

7. **DEFAULT AND REMEDIES.** The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease.

8. **LIQUIDATED DAMAGES.** If Lessee is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear excepted, at the expiration or termination of the Lease, Lessee shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Lessee had fully performed this Lease, plus (iii) costs, interest, and attorneys' fees incurred by Company due to Lessee's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.

9. **OTHER TERMS.** Customer acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA.

Appendix B

Colonial Life Arena Event History

Fiscal Year 5 (July 2012-June 2013)

<u>Date</u>	<u>Event</u>	<u>Type of Event</u>	<u>Attendance</u>
7/6-7/8/2012	Jehovah's Witness	Religious	21,690
7/13-7/15/2012	Jehovah's Witness	Religious	21,690
8/4/2012	USC August Commencement	Misc.	4,852
8/12/2012	Fan Appreciation Day	Misc.	2,381
8/24/2012	Night of Worship	Religious	3,395
9/21-9/22/2012	Spirit of America	Misc.	24,004
9/27/2012	Darla Moore School Job Expo	Misc.	657
10/3/2012	International Student Reception	Misc.	300
10/20/2012	Color Me Rad 5K	Race	5,937
10/30/2012	MBB vs. Kentucky Wesleyan	Sporting	1,346
11/2/2012	Basketball Preview Party	Misc.	600
11/4/2012	WBB vs. Anderson	Sporting	992
11/9/2012	WBB vs. Elon	Sporting	1,308
11/11/2012	MBB vs. Milwaukee	Sporting	3,745
11/13/2012	Rick Ross	Concert – Hip Hop	2,436
11/15/2012	WBB vs. Savannah St.	Sporting	711
11/16/2012	MBB vs. Morgan State	Sporting	3,884
11/18/2012	WBB vs. Clemson	Sporting	3,612
11/19/2012	MBB vs. Rider	Sporting	2,597
11/21/2012	MBB vs. Elon	Sporting	2,820
11/27/2012	The Story	Concert – Religious	2,222
11/28/2012	WBB vs. Drexel	Sporting	861
11/30/2012	Eric Church	Concert – Country	8,712
12/1/2012	WWE SmackDown	Sporting	4,454
12/2/2012	MBB vs. Clemson	Sporting	7,316
12/7/2012	MBB vs. Jacksonville	Sporting	2,575
12/9/2012	WBB vs. Furman	Sporting	965
12/17/2012	USC December Commencement	Misc.	8,168
12/19/2012	USC Double Header	Sporting	6,992

12/21/2012	WBB vs. SC State	Sporting	1,877
12/29/2012	USC Double Header	Sporting	4,289
1/3/2013	WBB vs. Tennessee	Sporting	2,144
1/5/2013	MBB vs. SC State	Sporting	3,122
1/17/2013	Miranda Lambert	Concert – Country	7,058
1/19/2013	MBB vs. Vanderbilt	Sporting	7,618
1/24/2013	WBB vs. Kentucky	Sporting	1,878
1/26/2013	MBB vs. Arkansas	Sporting	8,102
1/26/2013	Ronald McDonald House 5K	Race	600
2/2/2013	MBB vs. Georgia	Sporting	7,288
2/3/2013	WBB vs. Auburn	Sporting	3,797
28/-2/9/2013	Monster Jam	Family	18,188
2/10/2013	USC Double Header	Sporting	10,101
2/14/2013	MBB vs. LSU	Sporting	7,486
2/20/2013	MBB vs. Ole Miss	Sporting	3,538
2/22/2013	Disney Live	Family	4,598
2/24/2013	WBB vs. Miss. St.	Sporting	1,706
2/28/2013	MBB vs. Missouri	Sporting	3,673
3/1-3/2/2013	SCHSL Basketball Championships	Sporting	30,211
3/3/2013	WBB vs. Florida	Sporting	2,713
3/6/2013	MBB vs. Miss. St.	Sporting	3,192
3/7-3/10/2013	Ringling Bros. and Barnum & Bailey	Family	44,492
3/15/2013	Winter Jam	Concert – Religious	15,506
3/23/2013	Taylor Swift	Concert – Country	12,426
4/11-4/14/2013	Disney on Ice	Family	21,270
4/17/2013	Carrie Underwood	Concert – Country	10,684
4/22/2013	Gamecock Gala	Misc.	600
4/23-4/28/2013	Cirque de Soleil: Quidam	Family	8,536
5/4/2013	Kenny Chesney (WB Stadium)	Concert – Country	43,453
5/10-5/11/2013	USC May Commencement	Misc.	28,000
5/18/2013	Black Expo	Misc.	2,639
5/24/2013	May Orientation	Misc.	400
6/8/2013	Mary J. Blige	Concert – R&B	7,633
6/25/2013	WWE SmackDown	Sporting	6,169