



# UNIVERSITY OF SOUTH CAROLINA

AMENDMENT NO. 3 TO SOLICITATION

TO: ALL VENDORS

FROM: Caleisha Hayes, Procurement Manager

SUBJECT: SOLICITATION NUMBER: USC-RFP-3055-CH

DESCRIPTION: PROVIDE CONCESSIONS SERVICES FOR THE USC ATHLETICS DEPARTMENT

DATE: March 24, 2017

---

This Amendment No. 3 modifies the Request for Proposal only in the manner and to the extent as stated herein.

Vendor Questions and Answers

Section VII. Terms and Conditions – B. Special has been modified.

---

OFFERORS SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 3 IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR RESPONSE TO THIS REQUEST FOR PROPOSALS. FAILURE TO DO SO MAY SUBJECT THE RESPONSE TO THIS REQUEST FOR PROPOSALS TO REJECTION.

---

Authorized Signature

---

Name of Offeror

---

Date

## USC-RFP-3055-CH

### THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR A:

1. The financial worksheets at the end of the RFP are in a PDF format. Are they available in an Excel format?

**ANSWER: N/A – The worksheets were emailed to all vendors after attending the mandatory pre-proposal conference and site visit.**

2. May we request responses to questions be given as soon as they are known?

**ANSWER: Answers to all vendor questions will be answered in one Amendment to avoid the confusion of multiple Amendments.**

3. Please provide gate attendance for football, men's and women's basketball games.

**ANSWER: FOOTBALL 2016: 401,204  
MEN'S BASKETBALL 2016-17: 128,241  
WOMEN'S BASKETBALL 2016-17: 85,900**

4. How many premium seats and general seats are available at football games?

**ANSWER: Overall capacity is 78,456. Suite/premium area capacity is 3,452.**

5. Please provide the financial worksheets (Exhibits A, A-1, B and C) in an Excel format at your earliest convenience.

**ANSWER: See response to Question #1.**

6. Regarding Section E, Item 1, if appropriate liability insurance or similar is required for Non-Profit group participation, will the University still require background checks on every individual NPO team member?

**ANSWER: Yes, this is required by USC Law Enforcement.**

7. Regarding Section I:
  - a. Item 2, please provide expense history for pest control.
  - b. Item 5, please provide expense history for maintaining grease traps, exhaust hoods and duct work.
  - c. Item 6, please provide expense history for equipment repair.

**ANSWER:**

- a. **Pest control is currently provided by Athletics on an as-needed basis. The prospective vendor will need to provide a pest control plan for operations, as it deems necessary and include in the proposal.**

- b. Under sink grease traps are currently serviced twice per year by the Athletics Department. This is done prior to football season and at the halfway point in Williams Brice Stadium. The prospective vendor will need to provide a maintenance plan for operations, as it deems necessary, and include in the proposal.*
- c. Athletics does not have this information for the current vendor. Equipment repair will be the responsibility of the concessions vendor. This will depend on equipment usage, age, and how it is maintained.*

8. Regarding the RFP requirement for the contractor to be responsible for all repair work including pest control, sewer lines, grease traps or similar, will the University accept an annual budgetary fund?

**ANSWER: No. Please refer to Section III.I. "Sanitation and Equipment Maintenance".**

9. Regarding Revenue History:

- a. Please provide the merchandising revenue by year for the past 3 years.
- b. Please provide the revenue from the Fall 2016 football season.
- c. Please separate revenue for the arena and baseball stadium between general concessions and suites/clubs.

**ANSWER: See Exhibit D-2.**

10. Does the provided revenues include 3rd Party Vendors? If so, please provide the portion of revenue produced by 3rd Party vendors and identify if the revenue is solely the net revenue received from the 3rd Party vendor. If the provided revenues exclude 3rd Party Vendors, please provide the sales history for the past two years by venue.

**ANSWER: Yes, see Exhibit D-2.**

11. Regarding technology, are there existing phone lines or an existing data network in place currently at Williams Brice Stadium, Colonial Life Arena, Founders Park and other athletic venues your concessions provider may use (assuming appropriate PCI compliance procedures are achievable)?

**ANSWER: There are no phone or data lines located in the current concession stands.**

12. Please identify what smallwares, small equipment, vehicles, carts, forklifts or similar items will be available to the contractor.

**ANSWER: All items currently at the venues will become property of the University of South Carolina Athletics department at the end of the current contract. These items will be available for use by the vendor who is awarded this contract. See Attachment C "Asset Listing".**

13. Does the Athletics Department occasionally provide access to golf carts and forklifts to the concessions provider? If so, what is the frequency of the allowance?

**ANSWER: *The concessionaire should provide the plan and logistics for use of a forklift and other needed machinery and labor as needed for their daily operations. The Athletics Department, as a good partner, will certainly assist from time to time as needed to get the job done.***

14. Does the Athletics Department assist with the unloading of deliveries and transporting of items to the stadium storage area?

**ANSWER: *See response to Question #13.***

15. Within the basketball arena storage room, there were several carts used for beer service. Do these carts belong to the beer company or Centerplate?

**ANSWER: *These carts belong to Centerplate but will be University of South Carolina Athletics property at the end of the contract.***

## **THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR B:**

16. Given the complexity of the response, the time between the due date for questions and due date for the bid and our desire to submit a comprehensive plan for the University we are requesting a two week extension to the due date.

**ANSWER: *Any communication regarding this Solicitation (i.e. amendment, extension) will be posted on [www.purchasing.sc.edu](http://www.purchasing.sc.edu). All vendors that attended the mandatory pre-proposal conference will be notified of any such posting by email.***

17. Please provide the merchandise gross and net sales received by the contractor for the past three years.

**ANSWER: *See response to Question #9.***

18. Are merchandise sales already a part of the reported sales for the arena?

**ANSWER: *See response to Question #9.***

19. Are sub-contract sales reported in the sales for each facility? If not, can you please provide both the gross and net sales for subcontractors for the past three years.

**ANSWER: *See response to Question #10.***

20. If contract sales are reported as a part of the sales in the RFP, can you inform if these are net sales collected by Centerplate or gross sales?

**ANSWER: *Net sales - See Exhibit D-2.***

21. Will we be able to purchase equipment under the University's tax-exempt status?

**ANSWER: *No.***

22. What were the splits in the consignment merchandise sales between Centerplate and its consignment vendor?

**ANSWER: *This varies per show. However, the splits are generally 80/20 or 90/10.***

23. Can you provide a listing of all smallwares related to Centerplate's contract that the University owns?

**ANSWER: *See response to Question #12.***

24. Can you provide a listing of all equipment related to Centerplate's Contract that the university owns?

**ANSWER: *See response to Question #12.***

25. Can you provide the sponsorship agreements for the various sponsorship partners as a part Gamecock Sports Properties?

**ANSWER: *Our corporate rights holder would not release the agreements. See Attachment D for the Redacted Coca-Cola Sponsorship Agreement.***

26. Who has vending rights immediately outside of the various sports locations?

**ANSWER: *This depends on the ownership of the venue. If not USC, then the owner of that property.***

27. Can you provide the total count of working and non-working Point of Sale Units that the university currently owns under this contract?

**ANSWER: *There are approximately 130 tablets in good working condition out of 160 total.***

28. Can you provide the make and model of the pads used for the POS System?

**ANSWER: *Pad - Motorola, Software - Poly Pay, Printer - Star TS650, Cash Drawer - NUROL M-S, Cash Drawer - CF-405-M-B.***

29. Can you provide the name of the Point of Sale system?

**ANSWER: *See response to Question #28.***

30. Can you provide more details on the internet support system to power the Point of Sale system in all athletic venues?

**ANSWER: *The USC network is primarily gig Ethernet to each device with a 10 gigabyte fiber backbone.***

31. How many portable carts does the University own?

**ANSWER: 10**

32. Can you provide a listing of the subcontractors currently approved to provide food services at the sports venues?

**ANSWER: *Marco's Pizza and Doc's BBQ***

33. Can you provide more detailed floor plans of the food service areas in the Football Stadium and Basketball arena?

**ANSWER: *See Attachment B "Floor plans"***

34. What service charge is currently added to suite orders or catering functions that Centerplate provides catering for?

**ANSWER: 21%**

35. Can you provide details on the University's recycling program?

**ANSWER: *We are currently averaging a 40% waste diversion rate, with plans to improve that rate each year moving forward. Coordination and buy-in from the Concessionaire is key to improving the rate to include the products purchased (i.e. plastic cups, compostable nacho trays, cardboard boxes, etc.).***

36. Can you describe the University's position on the future of alcohol for athletic events in the main bowl areas / beer garden?

**ANSWER: *We are open to this depending on SEC Rules, Legislation etc.***

37. Does Centerplate have a responsibility to leave equipment in a working order as a part of their existing contract as we saw many coolers and warmers that were out of working order?

**ANSWER: *Due to the length of the current contract, a significant amount of equipment is approaching or has reached the end of its useful life. Any remaining equipment would be "as is". Also see third party concessions report.***

38. Is there any remaining undepreciated investment from Centerplate's original or subsequent investments?

**ANSWER: *All assets are expected to be fully depreciated by the end of the current contract.***

39. Are there any vehicles used by Centerplate that the University owns as a part of Centerplate's investment?

**ANSWER: No.**

40. Is more detailed electrical information available for the concession stands in the football stadium?

**ANSWER: On average, a concession stand at football has 100 amps for total use. No concession stand has more than 400 amps (maximum). Concession stands should have a minimum of 50 amps.**

41. Is there vending during football games?

**ANSWER: Yes, vending is highly encouraged with the use of stadium Hawkers etc.**

42. Who provides the novelty merchandise vending on behalf of Centerplate?

**ANSWER: This is negotiated by the Concessionaire. Athletics is willing to assist if Concessionaire would like assistance.**

43. Can you provide a tentative and confirmed event listing for the Colonial Center for the next two years?

**ANSWER: See below.**

**July '17 – June '18**

July 1, 2 – Jehovah's Witnesses Convention  
August 10 – 13 – Forrest Wood Cup  
August 22 – First Night Carolina  
October 12 – Major Country Show  
November 18 – SCHSL Cheerleading  
MBB Games  
WBB Games  
February 1-2 – Monster Jam  
March 2-3 – SCHS BBall championship  
Women's NCAA 1<sup>st</sup> & 2<sup>nd</sup> Round  
March/April – Disney on Ice  
June 15 – 17 – SC Firefighters Association Conference/Trade Show  
June – Jehovah's Witnesses

**July '18 – June '19**

July 6 – 8 Jehovah's Witnesses  
November 17 – SCHSL Cheerleading  
MBB Games  
WBB Games  
January 23 – 27 Marvel Universe Live  
February 1-2 – Monster Jam  
March 1-2 – SCHS BBall championship  
Women's NCAA 1<sup>st</sup> & 2<sup>nd</sup> Round

April – Disney on Ice  
June –Jehovah’s Witnesses

44. Can you provide all menus related to the concessions, clubs, suites, and catering.

**ANSWER: See Attachment A “Menus and Pricing”.**

45. What is the service charge percentage rate charged on catering events?

**ANSWER: See response to Question #34.**

### **THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR C:**

46. Can we have the financial exhibits in Excel so that we can populate them accordingly?

**ANSWER: See response to Question #1.**

47. Please provide a breakout of sales for concessions, premium, suites, and any subcontractors.

**ANSWER: See Exhibit D-2.**

48. Please provide annual food & beverage figures for services provided to the University at a discount that would be included in the scope of this RFP.

**ANSWER: See Exhibit D-2.**

49. Do the gross sales provided include sales tax?

**ANSWER: No.**

50. On average, how many concerts/shows are booked at Colonial Life Arena?

**ANSWER: 10-15.**

51. What POS system is currently being used at each location?

**ANSWER: See response to Question #28.**

52. Is there a service charge on catering sales, if so at what rate?

**ANSWER: See response to Question #34.**

53. Is there a central commissary/kitchen available?

**ANSWER: This was shown during the site visit. See Attachment B “Floor Plans”.**



54. Is there central warehouse/storage space available?

**ANSWER: This was shown during the site visit. See Attachment B "Floor Plans".**

55. What is available as it relates to walk-in refrigeration/freezer space?

**ANSWER: This was shown during the site visit. See Attachment B "Floor Plans".**

56. What is available as it relates to office space?

**ANSWER: This was shown during the site visit. See Attachment B "Floor Plans".**

57. What are the current food and beverage sponsorship commitments?

**ANSWER: Coke, Marcos Pizza, Docs BBQ, Kayem, Tucker Ice.**

58. Other than food and beverage, what other costs are passed on to the guest? For example, attendant fee, service charge, gratuity.

**ANSWER: See response to Question #34.**

59. What is the percentage of hourly employees versus Not-for-Profit groups?

**ANSWER: Currently, Non-profit groups are used extensively at all facilities. Proposals should include the work force distribution.**

60. Who holds the liquor license?

**ANSWER: Concessionaire.**

61. Are there any student or alumni food and beverage discount programs we need to be aware of? What are they and what percentage of concession sales do they represent?

**ANSWER: The Carolina Card is a stored value card used by students. No discount exists for using the card.**

62. What is the percentage and dollar amount of discounted sales from 2014, 2015, 2016 for concessions, premium and catering?

**ANSWER: See response to Question #47.**

63. How is ice handled? Is there a company that Centerplate contracts to fill ice chests that are located throughout the facilities? What is the cost?

**ANSWER: Tucker Ice is the ice supplier used. There is no up-charge for ice purchases.**

64. Is there any food prepared off site from football stadium that is sold in concessions there, i.e hot dogs, etc?

**ANSWER: Hot dogs are prepared at football stadium. Subcontractors may prepare food off site.**

65. Identify 3rd party vendors and what level of sponsorship if applicable.

**ANSWER: See Attachment D "Coca-Cola Sponsorship Agreement".**

66. Who is responsible for Repair/Maintenance?

**ANSWER: See response to Questions #7-8.**

67. Will all equipment be repaired and all facilities cleaned before incumbent vacates?

**ANSWER: Equipment will be "as is" upon contract expiration.**

68. What is commission split for 3rd Party Vendors?

**ANSWER: Negotiated by concessionaire and 3<sup>rd</sup> party vendor.**

69. Can we park a 56' Mobil Kitchen close to Brice, to support concession food operations?

**ANSWER: This can be an option to explore with approval from the University.**

70. Once a decision is made to allow the sale of beer, etc outside of the Premium areas during athletic events, can there be an addendum in place as it relates to additional capital investment and or change in financial package once this gets triggered?

**ANSWER: See item #3 in Subsection C. "Specifications" in Section III. "Scope of Work/Specifications" of the Solicitation.**

71. Do any of the facilities have digital menu boards? If so, how many and where are they located?

**ANSWER: None at this time.**

## **THE FOLLOWING QUESTIONS WERE RECEIVED FROM VENDOR D:**

72. Can you please provide the attendance figures, number and type of events, and per cap information that corresponds to the Gross Sales amounts provided in Exhibit D.

**ANSWER: See response to Question #3.**

73. Does the Gross Sales in Exhibit D include sales from the club areas, suite areas, alcohol sales, vending, subcontractor, and merchandise sales at all venues?

- a. If it does not, can you please provide those figures for the same 3 years?
- b. If it does, can you please separate the sales information into Concessions, Club, Suites, alcohol, subcontractor, and merchandise.

**ANSWER: See response to Question #47.**

74. The Williams Brice Stadium suites and premium areas are excluded from this agreement, is that only for football games or all events?

**ANSWER: Only for football games.**

75. In your current contract can you provide your current commission rates?

**ANSWER: N/A.**

76. In your current contract can you provide your current minimum guarantee?

**ANSWER: \$1,135,000/Year.**

77. In Exhibit A-1 if we were to provide a different rate for basketball games concessions, premium, and the merchandise, should we input the combined effective rate into the template?

**ANSWER: Yes, you could enter one combined effective rate based on the additional information provided for on Exhibit D (Attached) or you could break out each section under the Colonial Life Arena heading. The commission rates need to be based on the appropriate assumed Gross Sales and calculate correctly when determining the amount of proposed commissions to USC. This amount will ultimately be used to evaluate each proposal.**

78. In Section F #4 "4. The University has granted Exclusive Pouring Rights to its Multi Media Rights holder under a separate agreement and the Concessionaire will be required to comply with the terms of such agreement throughout the contract term." Can you please elaborate on the terms and scope of this agreement?

**ANSWER: A redacted copy of the pouring rights agreement is attached as Attachment D.**

79. Are there any current brand, franchise, and/or subcontractor agreements that the Concessionaire will need to undertake? If so can you please provide us with contracted information regarding the details of those agreements. This includes but not limited to remaining term of contract, date of expiration, payment information, location of stand, etc.

**ANSWER: Kayem (Hot dogs), Rita's Italian Ice (stand set ups), and Marco's Pizza. Marco's is the only sponsorship that runs past 2017. Marco's pizza, Thai Kingdom, KiKi's Chicken and waffles is a separate deal between the current concessionaire and the subcontractor. Our media rights holder is willing to work with our concessionaire partner when negotiating these sponsorships and renewals.**

80. On page 27 of the RFP it refers to a required performance bond and an amount of \$500,000. Then in the section concerning rejections of the proposal it discusses a proposal bond without an dollar amount. Can you confirm that this section is referring to the performance bond and not an additional proposal bond requirements? If not, can you please provide the necessary proposal bond required?

**ANSWER: *The proposal bond is referring to any bond required in the Solicitation, which is the performance bond discussed immediately following in Section N. "Bonds/Insurance", item #2.***

81. Can a smallwares inventory be provided of items that will remain USC property?

**ANSWER: *See response to Question #12.***

82. Can a Equipment list be provided for all venues that will remain property of USC?

**ANSWER: *See response to Question #12.***

83. Will the current POS system become USC property? Is it PCI compliant? How many units are still in working condition?

**ANSWER: *Yes, approximately 130 units are in good working condition.***

84. Can we have access to the current concessions agreement with Centerplate?

**ANSWER: *This would have to be requested through the Freedom of Information Act through University General Counsel. The concessionaire would have the right to redact any information it deems proprietary or confidential. This would then need to be reviewed by University General Counsel. This would not be able to be provided before the due date of the proposals for this RFP.***

85. Will USC contribute to any electrical or plumbing upgrades suggested in the Gensler report?

**ANSWER: *USC will review any electrical or plumbing upgrades with the concessionaire to determine what is the most critical. There are plans to upgrade the East Side seating and concessions areas in the future.***

86. Will all of the 2 million be used at USC's discretion or can the new partner suggest additional items that are more revenue producing such as innovation, design and equipment?

**ANSWER: *The suggested use of the initial investment should be described and included in the concessionaire's proposal. This will be mutually agreed upon by the concessionaire and the University.***

87. Can a current list of Nonprofits be provided?

**ANSWER: *These are mainly local high schools, churches, and other groups. This information has not been disclosed by the current concessionaire.***

88. What is the current POS ratio?

**ANSWER: WBS -- 142 Tablets, FP--20 Tablets, & CLA -- 44 Tablets.**

89. Who owns the Marco's pizza cooking equipment? Will they remain USC property? How many cooking locations do they have at Williams-Brice Stadium?

**ANSWER: The subcontractor owns and provides the cooking equipment. There are two cooking locations at WBS.**

90. Can a Unit/Item sold history be provided by venue, per event, per season?

**ANSWER: We are unable to provide unit sold per location for the last three years. Sales per location has been provided.**

91. What is the current management structure of the incumbent?

**ANSWER: They have a Regional Vice President in charge of the facilities as well as several other full time staff as necessary to support the operations of the University concessions contract.**

92. Can the Carolina card program financials be explained? Who pays for the equipment/hardware? What is the royalty paid to Carolina Card? How many locations are currently accepting the card?

**ANSWER: Concessionaire pays for the equipment/hardware. The royalty paid to Carolina Card is 3%. The number of locations that currently accept the card: WBS -- 27, FP--6 , & CLA -- 8**

93. What is the service charge for Suites and or clubs?

**ANSWER: See response to Question #34.**

94. Unamortized Investment: Pursuant to Section K, 3., the RFP indicates that the University will purchase or cause to be purchased the Concessionaire's approved investment. Please confirm that this includes the minimum leasehold improvement of \$2 Million?

**ANSWER: Yes.**

95. Background Checks: Please confirm that the, pursuant to Will the following statement with regard to background checks be acceptable?

With respect to employees that it intends to place on the University's premises, Contractor shall comply with its own Pre-Employment Screening and Employment Background Check Policy, including ensuring that pre-employment screening and/or employment background checks are conducted on all personnel who are expected to come onto the client's premises to perform services, consistent with the duties and responsibilities associated with such individuals' positions, locations of work and other factors. These background checks, at minimum, will include criminal history (state or county based checks, depending upon the jurisdiction) and national and state sexual offender registry checks, checks against certain

governmental databases, a past address search and any other background checks required by applicable law, with a look-back to age 18 for convictions and with checks based off the last 7 years of addresses where the conditional hire has lived. When reviewing background check results for employment purposes, all appropriate factors are considered, including those required by applicable law. Contractor will not discriminate on the basis of criminal history, credit history, or other prohibited factors. Contractor shall comply with all applicable federal, state and local laws regarding background checks.

Contractor cannot share the results of the background check (as they pertain to individual employees) with the University, but will comply with its policy referenced above in determining whether any particular employee may be placed in service on the University's premises.

***ANSWER: The University Division of Law Enforcement and Safety (DLES) will conduct the background check, the vendor is responsible for ensuring that all of its employees submit their application in a timely fashion. DLES will review and determine each individuals eligibility to work at our events. Our background checks include a nationwide criminal history, as well as multiple other "lists" such as registered sex offender, as well as federal "lists" related to potential terrorism, etc. These are known as the NCIC and Ill checks, which often include wanted individuals who may be placed in this system with active warrants.***

96. Certifications: Due to the breadth, size and complexity of certain contractors' operations and the breadth of the certification question asked in Section (a)(1)(ii) under Certification Regarding Debarment and Other Responsibility Matters in the General Instructions to the RFP, we respectfully request that the University acknowledge that contractors with hundreds of government clients in multiple lines of business throughout the United States may not be able to certify that no contract has been terminated for default in the past three years by any public entity at the Federal, state or local level. From time to time, clients may allege a breach of a contractor's obligations under a services agreement, and that agreement will ultimately be terminated based upon the mutual agreement of both parties. However, such a contractor would be able to certify that none of those terminations would materially affect its ability to perform the Services requested under the RFP and that it would provide prompt written notice to the University in the event that it was debarred for the award of contracts by any state or federal agency.

***ANSWER: This provision is not negotiable.***

97. Renegotiation: We respectfully request that the following language be considered for incorporation into the RFP and the associated agreement.
- a. "Renegotiation; Adjustment for Certain Changes: Notwithstanding anything herein to the contrary, the financial terms set forth herein are based on the wages and benefits in effect as of the date Contractor commences operations hereunder. If Contractor's costs increase due to increases in employee health and welfare benefits costs as mandated by Federal, State and/or local law or due to causes beyond Contractor's control, including, but not limited to, an increase in federal, state or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions), or changes in a collective bargaining agreement covering Contractor's or the University's employees, then Contractor shall give University written notice of the potential impact of such changes and within ninety (90) days thereafter, the parties shall, in good faith, discuss a

mutually agreeable adjustment to the financial or operating terms of this agreement (or some combination of both) to cover the increased costs.”

**ANSWER: No.**

98. Samples: Please confirm that a sample agreement (as indicated in RFP, p. 13) properly included in the proposal package will form part of any subsequent offer?

**ANSWER: *The University is not encouraging Offerors to include contract forms or other legal agreements of any type with their proposals. However, if an offeror chooses to include contract forms or other legal agreements with its proposal, every page of the contract form or other legal agreement must be clearly marked “SAMPLE”. Otherwise, no exceptions to the Terms and Conditions (Section VII-A and B of the solicitation) can be taken by the offeror in its proposal to the RFP. If a sample vendor agreement is included in an offeror’s proposal and it takes exception to any of the terms and conditions in the solicitation, then it is the offeror’s responsibility to mark each page of the sample vendor agreement “SAMPLE” before including the sample vendor agreement in its proposal. Otherwise, the offeror runs the risk that its proposal may be deemed “nonresponsive” and removed from consideration.***

99. Negotiations: We assume that the negotiations process described in “Award Criteria - Discussions and Negotiations - Required” on page 35 of the RFP will include the development of mutually-agreeable parameters around the contractual requirements described in the RFP.

**ANSWER: *Please see Sections “Bid/Proposal as Offer to Contract” and “Discussions and Negotiations – OPTIONAL” in the Solicitation.***

100. Publicity: Please confirm whether the Contractor or its corporate parent would be allowed to use the University’s name or logo and the existence of the athletic services agreement in connection with earnings calls or similar matters with its investors or analysts.

**ANSWER: *Yes. See Attachment E for the correct logos.***

101. Please confirm whether the Contractor or its corporate parent would be allowed to use the University’s name or logo and the existence of the athletics services agreement in communications to prospective clients (if applicable) and for use in such Contractor’s marketing materials.

**ANSWER: *Yes. See Attachment E for the correct logos.***

102. Termination and Unamortized Investment: We respectfully request that the University consider the following termination and unamortized investment language be incorporated into this RFP and any associated agreement:

“The University may terminate this contract for convenience by giving notice to the Contractor of Termination 120 days in advance of the termination date. Upon termination of this contract prior to the end of the contract term by either party for any reason whatsoever other than (i) termination by the University for cause or (ii) termination by the Contractor for its convenience, the University will reimburse the Contractor for the unamortized balance of its investment in

facilities and equipment as of the date of the termination provided these investments and the schedule for their amortization were approved in advance by the University. Any amounts due to the Contractor under this section must be paid within sixty (60) days of the contract termination date.”

**ANSWER: No.**

103. Termination: We respectfully request that the State consider the following termination language be incorporated into this RFP and any associated agreement.

“Termination: If at any time during the term of this agreement, Contractor considers terminating the agreement, Contractor shall give the University written notice that it is considering such action, which notice shall set forth with sufficient specificity Contractor’s reasons for contemplating termination. Such termination notice shall provide for one hundred eighty (180) days’ notice of the termination and must be provided by December 31st or June 30 of any given year in order to terminate following the subsequent University semester.

Examples:

1. Notice of termination by Contractor between July 1 – December 31, 2017; Effective date of termination is June 30th, 2018
2. Notice of termination by Contractor between January 1st – June 30, 2018; Effective date of termination is January 1, 2019”

**ANSWER: No, we will not consider this provision, but will agree to add the following termination provision:**

***“Termination by Contractor: If at any time during the term of this agreement, the Contractor considers terminating the agreement, and Contractor is willing to forgo repayment of any amount of unamortized investment that the University is not able to find a successor contractor to inherit by going through a normal procurement process to establish a new contract, the Contractor shall give the University written notice that it is considering such action, which notice shall set forth with sufficient specificity Contractor’s reasons for contemplating termination. Such termination notice shall provide for at least a one year (365 days’) notice of the termination. Under no circumstances will the University be required to pay any amount of unamortized investment that is not agreed to be paid by the successor Contractor.***

***In the event the University materially breaches of any duties required of it under the contract, the Contractor must provide written notice of the breach to the University. The Contractor’s written notice shall describe the breach in detail. The University shall have thirty (30) days from receipt of the Contractor’s written notice to cure the breach. If the University does not cure the breach within thirty (30) days of receipt of the Contractor’s written notice, then the Contractor may file a request for resolution of a contract controversy with the appropriate Chief Procurement Officer pursuant to S.C. Code Ann. Section 11-35-4230(2).”***



104. Pricing: Please confirm as per “Price Adjustment-Limited-After Initial Term Only,” p. 49, that Concessionaire will be unable to request any price increase during the initial term of the contract (10-year). This appears to conflict with other sections of the RFP, such as “Price Adjustments,” p. 48, and “Price Adjustments – Limited by PPI,” p. 49.

**ANSWER: *The following provision has been DELETED:***

***“PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]”***

**THIS CONCLUDES THE VENDOR QUESTIONS AND RESPONSES.**

**Section VII. Terms and Conditions – B. Special has been revised/modified and now reads as follows:**

The provision “TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD (JAN 2006) is amended to read as follows:

*The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is ten (10) years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]*

The provision “TERM OF CONTRACT – OPTION TO RENEW (JAN 2015) is DELETED in its entirety.