

 UNIVERSITY OF SOUTH CAROLINA	REQUEST FOR PROPOSALS	Solicitation Number	USC-RFP-2906-VM
		Date Issued	04/12/2016
		Procurement Officer	Venis Manigo
		Phone	803-777-4115
		E-Mail Address	MANIGOL@mailbox.sc.edu

DESCRIPTION: MULTIMEDIA CORPORATE SPONSORSHIP RIGHTS FOR THE UNIVERSITY OF SOUTH CAROLINA ATHLETICS DEPARTMENT

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): May 23, 2016 at 11:00 AM EST See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: April 19, 2016 at 5:00 PM EST See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original and Five (5) Hardcopies Marked "COPY" Plus (1) Electronic Copy (Original Hardcopy Shall Prevail)**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208

See "Submitting Your Offer" provision

CONFERENCE TYPE: PROPOSERS CONFERENCE/SITE VISIT (NON-MANDATORY) DATE & TIME: April 19, 2016 @ 10:30 AM	Rice Athletics Center AD Conference Room, 3 rd Floor 1304 Heyward Street Columbia SC 29208
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on June 24, 2016 . The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax –exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE SIGNED

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.
(See "Taxpayer Identification Number" provision)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile _____ E- mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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Not applicable to this RFP. PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

Not applicable to this RFP. PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

_____ In-State Office Address same as Home Office Address
 _____ In-State Office Address same as Notice Address (check only one)

Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Attachments to Solicitation/Exhibit 1

I. Scope of Solicitation

ACQUIRE SERVICES (January 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD -- ESTIMATED (January 2006): [July 1, 2017 through June 30, 2027] Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

PURPOSE

It is the intent of this solicitation and resulting contract to provide Multimedia Corporate Sponsorship Rights for the University of South Carolina Athletics Department in accordance with all requirements stated herein.

II. Instructions To Offerors - A. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEBRUARY 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled “Changes,” if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as “Statewide Term Contract,” the phrase “Using Governmental Unit” means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract

resulting from this solicitation. Reference the clauses titled “Purchase Orders” and “Statewide Term Contract.”

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-2]

AMENDMENTS TO SOLICITATION (JANUARY 2006):

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT (FEBRUARY 2015):

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEBRUARY 2015):

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.
[02-2A010-2]

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006):

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD (JANUARY 2006):

In order to withdraw Your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006):

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006):

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008):
GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS
CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER
SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER
APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2) (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

CODE OF LAWS AVAILABLE (JANUARY 2006):

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JANUARY 2006):

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006):

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEBRUARY 2015):

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006):

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (FEBRUARY 2015):

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008):

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement,

provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

IRAN DIVESTMENT ACT – CERTIFICATION (JANUARY 2015):

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>. Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-A]

OPEN TRADE REPRESENTATION (JUNE 2015):

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

OMIT TAXES FROM PRICE (JANUARY 2006):

Do not include any sales or use taxes in your price that the State may be required to pay.

PROCUREMENT AGENT (AUGUST 2004):

Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

PROHIBITED COMMUNICATIONS AND DONATIONS (FEBRUARY 2015):

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.* All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.* [R. 19-445.2165] [02-2A087-1]

PROTESTS (JUNE 2006):

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor

who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

PUBLIC OPENING (JANUARY 2006):

Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (FEBRUARY 2015):

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

REJECTION/CANCELLATION (JANUARY 2004):

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS/IMPROPER OFFERS (JUNE 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a

minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006):

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, *you agree not to give anything to any Using Governmental Unit*.

SIGNING YOUR OFFER (JANUARY 2006):

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offer is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS (JANUARY 2006):

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal

government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm.

SUBMITTING CONFIDENTIAL INFORMATION (FEBRUARY 2015):

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006):

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be

submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JANUARY 2008):

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006):

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006):

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

SUBMITTING A PAPER OFFER OR MODIFICATION:

(a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

II. Instructions to Offerors - B. Special Instructions

PROPOSERS CONFERENCE/SITE VISIT (NON MANDATORY): In an effort to provide an opportunity for potential offerors to have a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Potential offerors will also have an opportunity for a site visit of selected Athletic venues. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. The University of South Carolina assumes no responsibility for any conclusions or interpretations made by the offeror based on the information made available at the conference.

If you plan to attend the Proposers Conference/Site Visit, please notify Beth Sinnott no later than close of business on April 15, 2016.

BSINNOTT@mailbox.sc.edu 803-777-4768

SUBMISSION OF QUESTIONS

Mark envelopes on questions mailed:

QUESTIONS: USC-RFP-2906-VM

Title: Multimedia Corporate Sponsorship Rights

Attn.: Venis Manigo

QUESTIONS MAY BE E-MAILED TO:

MANIGOL@mailbox.sc.edu

FAXED TO:

803-777-2032

CONTENTS OF OFFER (RFP) (FEBRUARY 2015):

(a) Offers should be complete and carefully worded and should convey all of the information requested.

(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

(c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.

(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

[02-2B040-2]

CLARIFICATION (NOVEMBER 2007): Pursuant to Section 11-35-1530(6), the Procurement Officer may elect to communicate with you after opening for the purpose of

clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1530(6); R.19-445.2080] [02-2B055-1]

DISCUSSIONS and NEGOTIATIONS (NOVEMBER 2007): Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

DISCUSSION WITH OFFERORS:

After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MARCH 2015):

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror’s name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEBRUARY 2015):

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - MMO ADDRESS (JUNE 2006):

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

LEGAL AGREEMENTS INCLUDED WITH BIDS MUST BE CLEARLY LABELLED “SAMPLE”:

Every page of legal agreement(s) that Offeror expects the University to sign in order to do business with Offeror, Offeror's terms and conditions, and/or similar type legal documents pursuant to potential contract award that Offeror chooses to include with its proposal must be clearly labelled "SAMPLE". If Offeror's proposal is the highest ranked offer from the evaluation process for the solicitation, then the University will consider the legal documents pursuant to potential contract award that the Offeror included with its proposal and clearly labelled "SAMPLE".

SAMPLES OR DESCRIPTIVE LITERATURE:

Samples or descriptive literature should not be submitted unless expressly requested and regardless of any attempt by an offeror to condition its offer, unsolicited bid samples or descriptive literature which are submitted at offeror's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the Request for Proposals.

III. Scope of Work / Specifications

1.0 Term:

The contract resulting from this Request for Proposal will be for a ten (10) year term beginning July 1, 2017 and extending until June 30, 2027, unless the contract has been terminated prior to that date pursuant to Section 11.7 herein; provided however, the rights granted Contractor pursuant to Sections 4.0 and 5.0 of this Request for Proposal shall begin July 1, 2017, and the rights granted Contractor pursuant to Section 6.0 of this Request for Proposal shall begin July 1, 2017 or November 22, 2017 as indicated therein. The contract term will cover the following football, basketball and baseball seasons and school years for other properties:

<u>Football Seasons</u>	<u>Basketball Seasons</u>	<u>Baseball Seasons</u>	<u>Other Properties</u>
2017	2017 - 2018	2018	2017 - 2018
2018	2018 - 2019	2019	2018 - 2019
2019	2019 - 2020	2020	2019 - 2020
2020	2020 - 2021	2021	2020 - 2021
2021	2021 - 2022	2022	2021 - 2022
2022	2022 - 2023	2023	2022 - 2023
2023	2023 - 2024	2024	2023 - 2024
2024	2024 - 2025	2025	2024 - 2025
2025	2025 - 2026	2026	2025 - 2026
2026	2026 - 2027	2027	2026 - 2027

2.0 Mutual Cooperation:

Contractor shall agree that throughout the term of the contract resulting from this Request for Proposal as hereinabove defined, Contractor shall provide the University of South Carolina Athletics Department (“University” or “Athletics Department”) the utmost cooperation in order to maximize the opportunities that will foster growth in both the amounts as well as the potential sources of revenue. To that end, the Parties will meet, as they mutually agree is necessary, to discuss the rights and inventory granted to Contractor and any unexpected problems arising there from in order to arrive at mutually satisfactory solutions. In addition, the Athletics Department will use its best efforts to clearly and concisely define for Athletics Department staff members the specific roles and responsibilities which Contractor will undertake with the Athletics Department, including, but not limited to, Contractor’s roles and responsibilities with head coaches, in order that Contractor is better able to perform under this Request for Proposal and maximize the revenue generating opportunities available to both the Athletics Department and Contractor. To best achieve the spirit of mutual cooperation between the Athletics Department and Contractor, the Parties agree to regularly schedule meetings, and such meetings may from time to time include the attendance of the Director of Athletics. Contractor will keep the Athletics Department informed on a regular basis and/or upon request by the Athletics Department of its sales and marketing plans as well as its current activities so as to effectively facilitate the performance of its obligations under this Request for Proposal and its opportunities for revenue growth. Finally, while this Request for Proposal includes specific rights granted to

Contractor, it is understood and agreed by the Parties that from time to time additional sponsorship and promotional opportunities will arise, or may be created, that are outside the stated scope of this Request for Proposal that might not have been contemplated or specifically mentioned under this Request for Proposal or reserved to the Athletics Department. As to these additional sponsorship and promotional opportunities, the Athletics Department reserves the right, in its sole discretion, to offer such multi-media rights to Contractor under this Request for Proposal on such terms and conditions as may be mutually agreed upon by both parties.

3.0 Scope (General):

Subject to the terms and conditions of this Request for Proposal, including the commencement date on which Contractor shall be granted the rights set forth herein as described in Section 1.0 above, the Athletics Department will grant Contractor the following rights:

- 3.1 Marketing and Commercial Rights. Exclusive right to all multimedia sports marketing and commercial rights for the Athletics Department, including:
 - 3.1.1 radio rights, including radio play-by-play game broadcasts, coaches' shows, daily reports, special programming, streaming, and satellite (See Sections 4.2 and 4.3);
 - 3.1.2 television rights to coaches' shows (See Section 4.1);
 - 3.1.3 print rights, including game day publications, roster cards, schedule cards, and posters (See Sections 5.1, 6.1, 6.4 and 6.13, and Appendix B);
 - 3.1.4 signage rights, including static, digital or other (See Sections 6.1 and Appendix A);
 - 3.1.5 internet/digital rights, including official Athletics Department website, audio/video streaming subscriptions, podcasts, photo store, apps, and social media (See Sections 6.5 and 6.11);
 - 3.1.6 hospitality/game-day experience (promotions, displays, sampling); game entitlements (title and presenting sponsorships); tailgate areas (Gamecock Park); backdrops for post-game press conferences; any technological improvements associated with these rights; advertising/sponsorship opportunities which may be identified by the Athletics Department, including social media; title sponsorship of neutral site games (if rights are owned by the Athletics Department) and the spring football game; as mutually agreed upon by the parties (See Sections 6.1, 6.11, 6.12 and Appendix C);
 - 3.1.7 water and isotonic beverage rights (See Section 6.2);
 - 3.1.8 soft drink pouring rights and attendant advertising rights (See Section 6.3);

3.1.9 such other advertising, marketing and sponsorship rights as set forth in this Request for Proposal, or as may be granted by University (See Section 6.9).

3.2 Naming Rights.

3.2.1 Exclusive right to sell the facility naming rights to certain designated Athletics Department venues (See Section 6.6.1);

3.2.2 Non-exclusive right to sell the naming/sponsorship rights to approved areas within and associated with certain designated Athletics Department venues (See Section 6.6.2); and

3.2.3 Such other facility naming rights as may be granted by University (See Section 6.6.3).

3.3 Williams-Brice Stadium – Stadium Seat Chair Backs. Exclusive right to license/rent stadium seat chair backs for fans attending University home football games at Williams-Brice Stadium (See Section 6.14).

4.0 Rights to Television and Radio Broadcast

Effective July 1, 2017, University grants to Contractor the exclusive worldwide rights to the following television and radio broadcast elements about University athletics programs, including those featuring its head coaches and highlights of recent games, and limited internet rights, as set forth herein.

4.1 Television Show Rights. “Television show rights” is defined as the rights to commercially distribute via television distribution traditional head coaches’ shows, and other shows related to the University’s athletics programs, such as a magazine-style show or any other format, as may be agreed upon by both parties. “Television show rights” does not include the right to televise or broadcast games/competitions involving University athletics teams.

4.1.1 Nature and Content of Shows. Content of shows to be agreed upon by University and Contractor but historically each show will be thirty (30) minutes in duration and will be recorded. In all cases, Contractor and University will mutually agree upon the format and content of the television programs. University reserves the right to make final decisions concerning quality, talent, as well as the availability of the head coaches for participation, subject to the provisions of Section 4.1.8 (“Coaches’ Participation”).

4.1.2 Responsibility of Contractor; University Production Services. Contractor shall pay all costs associated with the distribution, transmission, and any

other ancillary fees associated with the television shows. University will provide production of all television shows, including (i) production (i.e., shooting, editing, graphic production, duplication, and any necessary post production work) for all football, men's basketball, women's basketball and baseball coaches television shows and highlight videos; (ii) production of all live and taped athletics events, highlights, interviews, etc. for on-line video streaming; (iii) any design and construction services for custom sets, if necessary; and (iv) full crew support including camera operators, floor crew, teleprompter operators, sound technicians, engineers, and a director. Contractor's Guaranteed Annual Rights Fee (See Section 9.1) should include consideration of the value of these production services provided by University. Contractor will make payments to coaches for their services in connection with such television shows, as directed by University, which shall be part of Contractor's Guaranteed Annual Rights Fee (See Section 9.1 herein). Contractor will also furnish a host(s) for the shows at Contractor's expense. All host(s) shall be subject to University prior approval.

- 4.1.3 Number of Shows. Contractor will commercially distribute for broadcast thirty five (35) total shows each contract year.
- 4.1.4 Market Coverage & Clearance. Contractor will make every effort to secure clearances for the shows in the following markets: South Carolina (statewide); Charlotte, North Carolina; and Augusta, Georgia. Clearances will be obtained on a "Best Station, Best Time" basis with consideration for the profitability of the broadcast being a factor as well as show promotion plans. University will work with Contractor to ensure that the financial outlay for clearances is balanced to the needs of University's desire for consumer accessible clearances. Contractor is responsible for the distribution (i.e. satellite or dubs) of all shows. Coverage and clearance will not be obtained through an unreasonable "barter" arrangement. However, if special circumstances warrant consideration of a barter arrangement, Contractor may pursue such an arrangement with the prior approval of University. Stations will not be permitted to insert their own commercials or announcements within the purchased amount of time, unless granted advance written approval by University. Contractor will submit a television clearance plan/budget to University for its approval prior to contracting for clearances.
- 4.1.5 Times of Shows. Times of shows shall be agreed upon by Contractor and University.
- 4.1.6 Commercial Advertisements. Contractor shall have the exclusive rights to sell all advertising related to television shows; provided, however, all advertising sales shall be subject to the provisions of Section 11.4 ("Advertising"). There will be eight and one-half (8 ½) minutes of

advertising airtime available to Contractor. Any additional advertising airtime must be approved by University. University reserves the right to use up to one (1) 30-second spot per show for University promotions and/or ticket information and/or institutional message. In addition, during such shows, Contractor will actively promote upcoming University events via graphic billboards and accompanying announcements. University will publicize the television shows by including programming schedule(s), affiliate list and pertinent information in its press releases and University publications, as determined by University.

- 4.1.7 Ownership. University reserves all ownership rights to the shows and the programming and properties developed as a result of the rights granted Contractor herein, including all copyrights in such programming and properties. Contractor shall assign all rights in the intellectual property created, including all copyrights, to University and agrees not to assert any claim, right to, or interest in such intellectual property. During the term of the contract resulting from this Request for Proposals, Contractor shall have the exclusive commercial use of television show programming.
- 4.1.8 Head Coaches' Participation. Head coaches will not “regularly participate” in another college or university’s coach’s television show as the primary or featured participant or sole talent of that show or any show unrelated to Contractor’s rights for a period of longer than five (5) minutes. Each head coach will be allowed to participate in national or conference call-in shows featuring multiple participants for the purpose of media information and other benefits, as well as participation on local or state radio interviews for the agreed-upon period of not longer than five (5) minutes. Notwithstanding anything contained in Section 4.1.1 (“Nature and Content of Shows”) or this section to the contrary, coaches will be required at a minimum to be in attendance at each show for a period of time which is sufficient to culminate in the production of a show.
- 4.1.9 Penalty If Television Shows Are Not Aired. University wishes to discourage a possible situation whereby Contractor merely pays the Guaranteed Annual Rights Fee (See Section 9.1 herein) but does not air the required television shows. Consequently, the parties will agree as follows:
- 4.1.9.1 In the event a television show is not aired as required by the contract resulting from this Request for Proposals, Contractor agrees to pay University the sum of fifteen thousand (\$15,000) Dollars, unless University has approved in advance such decision not to air the show; and
- 4.1.9.2 Thereafter, in the event a television show is not aired, as required by the contract resulting from this Request for

Proposals, University may terminate such contract in its discretion and/or require Contractor to pay University the sum of Three Hundred Thousand (\$300,000) Dollars in addition to the remaining Guaranteed Annual Rights Fees set forth in such contract, unless University has approved in advance such decision not to air the coach's show.

These penalties are in effect unless the broadcast is not aired due to a national emergency or an Act of God, or the parties otherwise agree.

4.1.10 Compliance and Indemnification. Contractor shall warrant that any program, advertising and promotional materials shall not contain libelous, obscene or other unlawful material, and shall not infringe upon the statutory or common law copyright or trademark or any other right of any person or property in the world. Contractor shall indemnify and hold harmless University, its officers, agents and employees, from and against any and all claims or damages of any type whatsoever arising out of or related to any action or inaction of Contractor in connection with the advertising, marketing and promotions rights granted herein. These warranties shall survive the expiration or termination for any reason of the contract resulting from this Request for Proposals.

4.2 Coaches' Radio Show Rights. "Coaches' radio show rights" is defined as the exclusive rights to produce and commercially distribute University's football, men's basketball, women's basketball and baseball head coaches' radio shows as specified in this Section 4.2. These rights are separate from the coaches' pre-game and post-game radio shows, which are described below in Section 4.3 ("Live Radio Broadcast Rights").

4.2.1 Responsibility of Contractor. Contractor shall produce and distribute shows in accordance with the terms specified herein and may not be excused from doing so merely by paying a rights fee. Contractor shall pay all costs associated with coaches' radio shows, including payments to coaches for their services in connection with such radio shows as directed by University, which shall be part of Contractor's Guaranteed Annual Rights Fee. Contractor will also furnish a host(s) for the shows at Contractor's expense. All host(s) shall be subject to University prior approval.

4.2.2 Type of Show. The coaches' radio show shall be referred to in this section as the "Live Call-In Show."

4.2.3 Live Call-In Shows.

- 4.2.3.1 Number of Shows. There will be a minimum of thirty-six (36) shows each contract year with the sport distribution to be mutually agreed upon by the parties.
- 4.2.3.2 Nature and Content of Show. Each show will be sixty (60) minutes in duration and will be live except when extraordinary circumstances require the show to be recorded. Under such circumstances, the show may be recorded with the written approval of University. Each show will feature the coach answering callers' questions. The host(s) will encourage a format that allows the coaches to terminate each call after questions are asked. The purpose of this format is to discourage "regular" callers from tying up the lines by engaging in lengthy personal discussions with the coaches. In addition, the show may contain features and other material relevant to the coach's team. In all cases, Contractor and University will mutually agree upon the format and content of the radio program as well as the participation requirements of the coaches. University will approve a reasonable commercial location from which coaches radio shows will be broadcast. University reserves the right to make final decisions concerning the location used for the broadcast, the quality of the shows, the talent used, as well as the availability of the head coaches for participation; provided, however, it is the expressed intent of the parties that the head coach will appear either live at each location or, due to pre-approved conflict, by telephone from a remote location. In the event that it is not possible for a head coach to appear on a particular week's show, University will provide an assistant coach or other suitable replacement at no charge to Contractor. Contractor shall furnish, at no cost to University, all elements required for the production origination, transmission, broadcast and staffing of the live call-in shows.
- 4.2.3.3 Market Coverage and Clearance. The radio shows will be cleared to air on radio stations throughout South Carolina. Every effort will be made to clear the shows in a manner enabling any and all residents of South Carolina, Charlotte, North Carolina, Augusta, Georgia, and any additional locations deemed mutually desirable, to obtain a clear signal.
- 4.2.3.4 Times of Shows. The radio shows will be cleared for broadcast on a weekday evening which will remain consistent during the year, except when an in-season game conflicts with the standard time. When this occurs, the show will be moved to another evening during the week, or University and Contractor

will mutually decide upon a suitable alternative.

4.2.3.5 Commercial Advertisements. Contractor shall have exclusive rights to sell all advertising related to coaches' radio shows; provided, however all advertising sales shall be subject to the provisions of Section 11.4 ("Advertising"). University reserves the right to use up to one (1) 30-second spot per show for University promotions and/or ticket information and/or institutional message. In addition, during such shows, Contractor will actively promote upcoming University events via billboards and accompanying announcements. University will publicize the radio shows by including programming schedule(s), affiliate list and pertinent information in its press releases and University publications, as determined by the University.

4.2.3.6 Head Coaches' and Assistant Coaches' Participation on Other Radio Stations.

4.2.3.6.1 The Head Coach of a sport may make one (1) appearance per month on any radio station or any radio show that is aired as part of a state-wide, regional or national network in the Columbia market. The length of the interview may be one segment, defined as "commercial-break to commercial break," and may not last longer than ten (10) minutes. Media outlets with which the University or the Southeastern Conference is contractually affiliated are exempt from this limitation.

4.2.3.6.2 One (1) member of a sport's assistant coaching staff may make one (1) appearance per seven (7) day period on an radio station or any radio show that is aired as part of a state-wide, regional or national network in the Columbia market. The length of the interview may be one segment, defined as "commercial-break to commercial break," and may not last longer than ten (10) minutes. The same assistant coach may not make appearances on the same radio station or radio show in consecutive seven (7) day periods. Media outlets with which the University or the Southeastern Conference is contractually affiliated are exempt from this limitation.

4.2.3.7 Penalty If Coaches' Radio Shows Are Not Aired. University

wishes to discourage a possible situation whereby Contractor merely pays the Guaranteed Annual Rights Fee but does not air the call-in shows. Consequently, the parties will agree as follows:

4.2.3.7.1 In the event a coach's radio show is not aired as required by the contract resulting from this Request for Proposal, Contractor agrees to pay University the sum of Fifteen Thousand (\$15,000) Dollars, unless University has approved in advance such decision not to air the coach's show; and

4.2.3.7.2 Thereafter, in the event a coach's radio show is not aired as required by the contract resulting from this Request for Proposal, University may terminate such contract in its discretion and/or require Contractor to pay University the sum of Three Hundred Thousand (\$300,000) Dollars in addition to the remaining Guaranteed Annual Rights Fees set forth in such contract, unless University has approved in advance such decision not to air the coach's show.

4.2.4 Ownership. Contractor shall provide one digital recording of each show to University at no charge. University reserves all ownership rights to the shows and the programming and properties developed as a result of the rights granted in this Request for Proposal, including all copyrights in such shows, programming and properties. Contractor shall assign all rights in the intellectual property created, including all copyrights, to University and agrees not to assert any claim, right to, or interest in such intellectual property. Contractor retains the exclusive commercial rights to all programming during the term of the contract resulting from this Request for Proposal.

4.2.5 Compliance and Indemnification. Contractor shall warrant that any program, advertising and promotional materials shall not contain libelous, obscene or other unlawful material, and shall not infringe upon the statutory or common law copyright or trademark or any other right of any person or property in the world. Contractor shall indemnify and hold harmless University, its officers, agents and employees, from and against any and all claims or damages of any type whatsoever arising out of or resulting from any action or inaction of Contractor in connection with the advertising, marketing and promotions rights granted herein. These warranties shall survive the expiration or termination for any reason of the contract resulting from this Request for Proposal.

4.3 Live Radio Play-By-Play Broadcast Rights.

4.3.1 Broadcast Rights. "Live Radio Play-By-Play Rights" is defined as the exclusive rights to produce and commercially distribute all varsity sports, subject to the following:

4.3.1.1 Contractor shall be required to broadcast live the following events:

4.3.1.1.1 Football:

4.3.1.1.1.1 all regular and post-season games;

4.3.1.1.1.2 all game broadcasts shall include a minimum 90-minute pre-game and 90-minute post-game show;

4.3.1.1.1.3 all head coach call-in shows.

4.3.1.1.2 Men's Basketball:

4.3.1.1.2.1 all pre-season, regular season and post-season games;

4.3.1.1.2.2 all game broadcasts shall include a minimum 30-minute pre-game and 30-minute post-game show;

4.3.1.1.2.3 all head coach call-in shows.

4.3.1.1.3 Women's Basketball:

4.3.1.1.3.1 all pre-season, regular season and post-season games;

4.3.1.1.3.2 all game broadcasts shall include a minimum 15-minute pre-game and 15-minute post-game show;

4.3.1.1.3.3 all head coach call-in shows.

4.3.1.1.4 Baseball

4.3.1.1.4.1 all pre-season, regular season and post-season games;

- 4.3.1.1.4.2 all game broadcasts shall include a minimum 15-minute pre-game and 15 minute post-game show;
 - 4.3.1.1.4.3 all head coach call-in shows.
- 4.3.1.2 Contractor's obligation to broadcast post-season and tournament games is subject to game availability and applicable rules.
- 4.3.1.3 Contractor will be University's designated radio rights holder for all post-season play-by-play coverage, including but not limited to football bowl games and pre-season football games such as the "Kick Off Classic," if University is a participant and if applicable rules allow.
- 4.3.1.4 The broadcast rights granted herein apply only to radio broadcast rights which, upon execution of the contract resulting from this Request for Proposal, University owns and has the right to license.
- 4.3.1.5 No agreement with or award to Contractor will be made by the contract resulting from this Request for Proposal with regard to rights of other teams or third parties.
- 4.3.1.6 University shall discuss with Contractor opportunities to broadcast other University athletics team contests and events upon such terms and conditions as may be mutually agreed upon by the Parties. If Contractor elects not to broadcast such other contests and events, then University shall have the right to engage another vendor to broadcast these opportunities. No revenues received by University as a result of these broadcasting opportunities declined by Contractor shall be included in the calculation of the Adjusted Gross Revenue as defined in Section 10.1.1.

4.3.2 Market Coverage and Clearance.

- 4.3.2.1 Statewide; Additional Markets. The State of South Carolina, Charlotte, North Carolina, and Augusta, Georgia are required to be covered by the radio network established by Contractor in connection with the live broadcast rights granted herein for football, men's and women's basketball, and baseball. Coverage is defined as the ability of the broadcast signal to be heard by residents throughout the State of South Carolina, Charlotte, North Carolina, and Augusta, Georgia. These

markets are considered a minimum. In the event of programming conflicts, Contractor and University will mutually agree on station placement. University may, in its sole discretion, waive Contractor's obligation to provide clearance in a specified geographic area upon good cause shown.

4.3.2.2 Affiliate. Contractor shall make the exclusive determination of the affiliate stations to be carried on the radio network except for the Columbia market. In Columbia, the determination of the affiliate used will be mutually agreed upon by Contractor and University.

4.3.2.3 Preemption of Broadcast. All stations on the radio network will carry each NCAA sanctioned game on the network's schedule of broadcasts in its entirety except for urgent unscheduled news interruptions, or requirements of the Emergency Broadcast System, or a regulatory requirement of the Federal Communications Commission, or whenever required by law. An affiliate station may also preempt University network broadcasts for the broadcast of a local high school championship game if the station has broadcast the games of that school during the regular season and upon written notification to the network at least forty-eight (48) hours before the schedule preemption. University expressly requires that radio network games may not be preempted by any affiliate station for the broadcast of a professional sporting event.

4.3.3 University Public Service Announcements. Contractor shall have exclusive rights to sell all advertising in and around its radio broadcast of the football, men's basketball, women's basketball and baseball games and any other University sports events covered by Contractor; provided, however, all advertising sales shall be subject to the provisions of Section 11.4 ("Advertising"). University reserves the right to use up to six (6) mentions per broadcast (inventory to run with equal distribution during game day broadcasts) for University promotions and/or ticket information and/or institutional message. In addition, during such shows, Contractor will actively promote upcoming University events via billboards and accompanying announcements. University will publicize the radio broadcasts by including programming schedule(s), affiliate list and pertinent information in its press releases and University publications, as determined by the University.

4.3.4 Exclusivity to Contractor. Contractor shall have the exclusive live radio play-by-play broadcast rights for the programming described herein except

that University may also grant radio broadcast rights to a radio station designated by the visiting team which University will be playing or to that party designated by a participating team as its official broadcaster. No additional outlets will be permitted without prior consent of Contractor and such approval will not be unreasonably withheld; provided, however, University may grant broadcast rights to University's student radio station.

4.3.5 Approval of Announcers. Unless approved in advance by University, Contractor shall furnish and pay all costs associated with the following personnel:

4.3.5.1 Football: 1 play-by-play announcer; 1 color analyst; 1 sideline reporter, 1 engineer; and 1 spotter.

4.3.5.2 Men's Basketball: 1 play-by-play announcer; 1 color analyst; and 1 engineer.

4.3.5.3 Women's Basketball: 1 play-by-play announcer/engineer; and 1 color analyst.

4.3.5.4 Baseball: 1 play-by-play announcer/engineer; and 1 color analyst.

University will provide to Contractor a broadcast booth or space for all home games at no charge. All announcers and personnel are subject to University approval.

4.3.6 Game Broadcast. Contractor will furnish, at no cost to University, all of the elements required for a first-class production as defined by University for the production, presentation, origination, transmission, and broadcast of each game and for the associated commercial announcements and messages. The technical quality of the broadcast will be guaranteed by the use of either or both digital fiber optic telephone lines or satellite transmissions. Contractor shall consult with a representative designated by University in regards to production quality, network affiliation, format of broadcasts, and broadcast talent; such University representative will have the final right to approve such areas. Contractor will have commercial time in the format equal to no less than the amount utilized during the 2016-17 broadcast year. Contractor shall also be allowed to alter the commercial time in the format in a manner consistent with other broadcast entities utilized by the SEC and its members, as mutually agreed upon by the Parties. Contractor shall communicate its requests for access to coaches and student-athletes through University's Sports Information Office. University shall provide to Contractor a reasonable number of working press credentials, "all-access" credentials, and parking permits as requested by Contractor. Such credentials shall be used in conjunction

with Contractor's duties and responsibilities connected to the contract resulting from this Request for Proposal. University will include, if possible, Contractor's radio broadcast crews for any pre-season, regular season and post-season games broadcast by Contractor in the air transportation, ground transportation, and lodging arranged for the official team party. If travel with the official team party is not available, University shall use best efforts to provide comparable air travel arrangements. Charter travel arranged by University for football, men's basketball or women's basketball will be provided at no cost to Contractor. Contractor will reimburse University for commercial air travel, ground transportation and lodging for the broadcast crew. The radio and broadcast crew shall consist of a maximum of six (6) members for football, three (3) members for men's basketball, two (2) members for women's basketball, and two (2) members for baseball.

- 4.3.7 Reciprocal Broadcast Rights for Away Games. University will make best efforts to secure for Contractor the rights to broadcast all away games, including post-season games or tournaments. As a part of securing these rights, University will endeavor to obtain such rights at no cost to Contractor. In the event a rights fee is charged, Contractor shall be responsible for such fee.
- 4.3.8 Coach Interviews. University will arrange for the applicable head coach or designee to be available for an interview prior to each game (to be pre-recorded at the mutual convenience of the coach and Contractor) and immediately following each game for a post-game interview by Contractor. These interviews will be used in conjunction with the game broadcast and shall not be used in any other manner except with the written consent of University.
- 4.3.9 Student-Athlete Interviews. Pre-recorded student-athlete interview features will be inserted at appropriate places in the game coverage to provide additional color. Contractor will prepare and provide the features at no cost to University.
- 4.3.10 Halftime Coverage. Halftime coverage may include a scoreboard show with particular attention to schools within the network area, in the SEC and future University opponents.
- 4.3.11 Ownership. Contractor shall provide one (1) copy of each broadcast covered by the contract resulting from this Request for Proposal to University at no charge. Contractor shall have the right to market and sell audiotapes of game broadcasts, subject to University prior written approval. University reserves all ownership rights to the shows and the programming and properties developed as a result of the rights granted in the contract resulting from this Request for Proposal, including all

copyrights in such shows, programming and properties. Contractor shall assign all rights in the intellectual property created, including all copyrights, to University and agrees not to assert any claim, right to, or interest in such intellectual property. During the term of the contract resulting from this Request for Proposal, Contractor shall have the exclusive commercial use of Live Radio Play-By-Play programming.

4.3.12 Special Services. Contractor shall provide equipment and personnel to create and duplicate broadcast announcements for the University of South Carolina and the Athletics Department at no cost to University and the Athletics Department. This service shall be provided as reasonably requested by University. University shall be responsible for distribution of such duplicates. The content of these announcements shall be determined in the sole discretion of University and may include, but not be limited to, University promotions and/or ticket information and/or institutional message and/or the promotion of television programs and radio show regarding University and/or its administrators or coaches.

4.3.13 Compliance and Indemnification. Contractor shall warrant that any program, advertising and promotional materials shall not contain libelous, obscene or other unlawful material, and shall not infringe upon the statutory or common law copyright or trademark or any other right of any person or property in the world. Contractor shall indemnify and hold harmless University, its officers, agents and employees, from and against any and all claims or damages of any type whatsoever arising out of or resulting from any action or inaction of Contractor in connection with the broadcasting, advertising, marketing and promotions rights granted herein. These warranties shall survive the expiration or termination for any reason of contract resulting from this Request for Proposal.

4.3.14 Commercial Use. For any broadcasts produced by Contractor pursuant to the contract resulting from this Request for Proposal, Contractor shall have the exclusive right to all re-broadcasts and subsequent or contemporaneous transmissions of such programming. Contractor acknowledges and agrees that University may use taped portions of the broadcasts for non-commercial purposes affiliated with the University, including for recruiting and admissions purposes, for student events, and alumni affairs events, provided that University does not allow further distribution or re-transmission and provided that University does not engage in any commercial use of the broadcasts or transmissions except as expressly permitted by Contractor. Contractor retains the exclusive commercial right and use of Coaches Radio Shows, Live Call-In Shows, Live Radio Play-By-Play Broadcasts during the term of the contract resulting from this Request for Proposal.

4.4 Neutral Site Contest. University shall make best efforts to protect the rights

granted herein to Contractor for any regular season neutral site contest.

- 4.5 Highlight Videos. Subject to Section 11.9 (“Copyright”) and 11.10 (“Marks and Logos”), Contractor will have the exclusive right to market, distribute, and sell highlight videos as described herein. University reserves the right to approve the voice-over talent, as well as the format and general design of highlight videos. Contractor shall own the right to market each football, men’s or women’s basketball, and baseball highlights video, and such other videos as may be approved by University. Contractor shall market highlight videos in any way it deems appropriate. If Contractor markets such videos, Contractor will provide University with up to twenty (20) complimentary copies of each video. University shall not sell or market the complimentary videos, but may otherwise use the videos in any manner it deems appropriate. During any contract year, if Contractor chooses not to exercise its right to market, distribute and sell season highlight videotapes, University retains the right to do so and to retain all revenue generated from such sales. University will provide all production (including but not limited to, shooting, editing, graphic production, duplication, and any necessary post production work) for all highlight videos.
- 4.6 Additional Radio, Television, Print and Internet Media Opportunities. University and Contractor may identify additional radio, television, print and internet media advertising opportunities provided such opportunities are mutually agreed upon in writing. Additionally, University will grant Contractor the right to all technological advancements or iterations associated with the rights granted under this section.

5.0 Game Programs

Effective July 1, 2017, Contractor shall be awarded the following rights:

- 5.1 Game Program and Advertising Rights. Contractor shall have the exclusive worldwide rights to produce designated game programs and to sell advertising space, subject to Section 11.8 (“Advertising”), in those game programs. Contractor shall assume responsibility for all phases of sales and production of game programs in accordance with the specifications set forth herein. Contractor will be responsible for the following: generating and collecting advertising content; coordinating production schedule to ensure timely delivery of game programs and playbills; distribution; procurement and oversight of all pre-press work and printing. University will continue to provide content and photography for all pieces, which shall be included in the game programs.
- 5.1.1 Football. Contractor shall provide a separate edition of game programs for each home football game. Contractor shall adhere to the following specifications or such other specifications to be mutually agreed upon by the parties.

5.1.1.1 Number of Pages in Football Program. The football program, unless mutually agreed upon by both parties, will contain sixty-four (64) interior pages of editorial copy including eleven (11) pages of complimentary advertisements for use as noted in Section 5.1.1.5, all of which will be the property of University. Specifically, the eleven (11) complimentary pages will be made available for the Athletics Department's usage for institutional messages and may not be resold by University or contain commercial messages except as specified in Section 5.1.1.5. Additionally, Contractor will be allowed sixty-four (64) interior pages of advertising. The inside front cover, inside back cover and back cover will also be provided to Contractor for advertising. Contractor may add additional pages of advertising provided University is provided the opportunity to have an equivalent number of editorial pages. Contractor may desire to increase the number of pages in the football program from the numbers stated above; provided, however, Contractor must obtain University approval to increase the number of pages not less than thirty (30) days prior to the first football game.

5.1.1.2 Mechanical Specifications For Football Programs.

5.1.1.2.1 Trim Size: 8 ½" x 11" or 8.375" x 10.875"

5.1.1.2.2 Paper Stock: 70# gloss cover and 60# gloss text. Contractor may upgrade these specifications with University approval.

5.1.1.2.3 Binding: The programs may be either perfect bound or wire saddle stitched.

5.1.1.2.4 Printer will furnish all typesetting and mechanical art.

5.1.1.2.5 Outside Covers: Each issue of the football program will have a different outside cover printed in four-color process with capability of six colors, including PMS 202C.

5.1.1.3 Permanent Editorial Copy Pages and Changeable Editorial Copy Pages. Under normal circumstances, all football programs will contain the same number of pages throughout the season. In the event Contractor is able to sell additional advertising pages during the season, Contractor may seek

University's permission to increase the pages in the program and such permission will not be unreasonably withheld. Contractor and University's Sports Information Director will work together to place editorial and advertising pages. It is understood that many advertisers prefer right hand page positioning. University agrees to allow Contractor to place up to fifty (50%) percent of its advertising on right hand pages. The Sports Information Director will be responsive to other reasonable requests of Contractor for advertising placement when such placement is necessary to generate advertising sales. The following calculations are based on the minimum number of pages stipulated previously. In the event the number of pages is increased, the calculations will be adjusted by mutual agreement of the Sports Information Director and Contractor. Contractor will provide an agreed upon number (16-20) of interior pages designated for changeable editorial copy to University for each issue. The majority of copy and photographs will be made available to Contractor for permanent editorial pages no later than four (4) weeks prior to the first home game of the season, with changes allowed until fourteen (14) days prior to the first home game. The majority of final copy for changeable pages and all photographs will be provided by Noon on Monday prior to each home game. The balance of final copy will be available by Noon on Tuesday prior to each home game. Page proofs and blue lines must be submitted to the Sports Information Director for approval prior to the press run. Electronic (pdf) proofs will be acceptable for change pages. Once the Sports Information Director approves the blue line, changes will be made at University expense.

5.1.1.4 Color. The football front cover plus all permanent inside editorial pages and ten (10) changeable editorial pages in each program will have four-color capability.

5.1.1.5 Complimentary Advertisements Provided to University. Contractor will provide on a complimentary basis to University eleven (11) full pages of advertising space in each football program. The complimentary advertisements will not be in conflict with Contractor's commercial sales and will include but not be limited to the following: Athletics Department merchandising vendor, Coaches' radio shows, Coaches' television shows, Coaches' camps, University's play-by-play radio network, conference television coverage, hotels (in trade for complimentary hotel accommodations for guests of University), University's Courtesy Car Dealer Program, University corporate sponsorships, University airline

sponsorships, Gamecock Club, ticket promotions, radio and television stations and newspapers in trade for contract considerations and/or media trades.

- 5.1.1.6 Game Program Volume. Contractor may print as many football programs as it deems appropriate. Contractor agrees to provide Three Thousand (3,000) complimentary programs per game to University. Program quantities will be determined no later than thirty (30) days prior to first game. Contractor will deliver all such programs no later than 2 PM the day before each home football game to specific locations, individuals, offices and sections of Williams-Brice Stadium as instructed to do so by University and in accordance with a schedule determined by University.
- 5.1.1.7 Sale of Programs. Contractor will establish the cover price of football game programs in consultation with University. Suggested retail price is five (\$5.00) Dollars. Otherwise, Contractor has the right to market programs in any manner Contractor deems appropriate. Contractor shall be responsible for the organization, sale and security of programs at all home football games under the following provisions: University will provide locations for the sales of the game programs. Contractor will hire, supervise and compensate all game day sales personnel, abiding by reasonable dress code or other procedures as set by University. Under no circumstances shall such individuals hired by Contractor be deemed employees of University. The Athletics Department reserves the right to purchase an additional One Thousand (1,000) football programs from Contractor at production cost and agrees to notify Contractor if it wishes to do so by July 1 prior to each season. Contractor will retain all revenue from the sale of game programs, and will be responsible for the payment of appropriate sales tax to the State of South Carolina.
- 5.1.1.8 Compliance and Indemnification. Contractor shall warrant that any program, advertising and promotional materials shall not contain libelous, obscene or other unlawful material, and shall not infringe upon the statutory or common law copyright or trademark or any other right of any person or property in the world. Contractor shall indemnify and hold harmless University, its officers, agents and employees, from and against any and all claims or damages of any type whatsoever arising out of or resulting from any action or inaction of Contractor in connection with the advertising, marketing and promotions rights granted herein. These warranties shall survive the

expiration or termination for any reason of the contract resulting from this Request for Proposal.

5.1.2 Men's Basketball, Women's Basketball and Baseball. Contractor shall provide twelve to fifteen (12-15) editions of game programs per season with each addition including no more than three (3) regular season games for basketball and five (5) for baseball. The number of editions will be mutually agreed upon by Contractor and University each season no later than sixty (60) days prior to the first game of each respective season. Contractor shall adhere to the following specifications or such other specifications to be mutually agreed upon by the parties.

5.1.2.1 Number of Pages in the Men's Basketball, Women's Basketball and Baseball Program. The program, unless agreed upon by both parties, will contain twenty-four (24) pages including two (2) pages of complimentary advertisements, all of which will be the property of University and will be utilized as described in 5.1.2.4. Additionally, Contractor will be allowed not more than half of the interior pages for advertising. The inside front cover, inside back cover and back cover will also be provided to Contractor for advertising. Contractor may add additional pages of advertising provided University is provided the opportunity to have an equivalent number of editorial pages. Contractor may desire to increase the number of pages in the program from the numbers stated above; provided, however, Contractor must notify University's Sports Information Director of its intentions to increase the number of pages not less than thirty (30) days prior to the first basketball game.

5.1.2.2 Mechanical Specifications For Game Programs.

5.1.2.2.1 Trim Size: 5"x 8".

5.1.2.2.2 Stock: 70# gloss cover and 60# gloss text.

5.1.2.2.3 Binding: The programs may be either perfect bound or wire saddle stitched.

5.1.2.2.4 Printer will furnish all typesetting and mechanical art.

5.1.2.2.5 Outside Covers: Each issue will have a different outside cover printed in four-color process with capability of six colors, including PMS 202C.

5.1.2.3 Permanent Editorial Copy Pages and Changeable Editorial Copy Pages. Under normal circumstances all programs will contain the same number of pages throughout the season. In the event Contractor is able to sell additional advertising pages during the season, Contractor may seek University's permission to increase the pages in the program and such permission will not be unreasonably withheld. Contractor and University's Sports Information Director will work together to place editorial and advertising pages. It is understood that many advertisers prefer right hand page positioning. University agrees to allow Contractor to place up to fifty (50%) percent of its advertising on right hand pages. The Sports Information Director will be responsive to other reasonable requests of Contractor for advertising placement when such placement is necessary to generate advertising sales. The following calculations are based on the minimum number of pages stipulated previously. In the event the number of pages is increased, the calculations will be adjusted by mutual agreement of the Sports Information Director and Contractor. Contractor will provide seven (7) interior pages designated for changeable editorial copy to University for each issue. All copy and photographs will be made available to Contractor for permanent editorial pages no later than four (4) weeks prior to the first home game. The University and Contractor will mutually agree upon a distribution schedule prior to the season. Final copy for changeable pages will be provided to Contractor by 8:00 AM seven (7) working days prior to the date of the edition involved. Page proofs and blue lines must be submitted to the Sports Information Director for approval prior to the press run. Electronic (pdf) proofs will be acceptable for change pages. Once the Sports Information Director approves the blue line, changes will be made at the University expense.

5.1.2.4 Complimentary Advertisements Provided to University. Contractor will provide on a complimentary basis to University two (2) full pages of advertising space in each program. Specifically, one of the two (2) complimentary pages will be made available for the Athletics Department merchandising vendor's usage. All other complimentary advertisements will not be in conflict with Contractor's commercial sales and will include but not be limited to the following: Athletics merchandising vendor, Coaches' radio shows, Coaches' television shows, Coaches' camps, University's play-by-play radio network, conference television coverage, hotels (in trade for complimentary hotel accommodations for guests of the University), University Courtesy Car Dealer Program,

University corporate sponsorships, radio University airline sponsorships, and television stations and newspapers in trade for contract considerations and/or media trades.

5.1.2.5 Game Program Volume. Contractor agrees to print a total quantity of programs based on the following formula: 30% of the expected season's average attendance x (times) number of games. The quantity of programs determined previously will be distributed on a mutually agreed upon schedule based on expected demand for each edition. Program quantities will be determined no later than thirty (30) days prior to first game. Contractor shall deliver all such programs no later than six (6) hours prior to each home game or 5:00 PM Friday prior to a weekend game or series to specific locations, individuals, offices and sections as instructed to do so by University and in accordance with a schedule determined by University.

5.1.2.6 Sale of Programs. Contractor will provide programs free of charge.

5.1.2.7 Compliance and Indemnification. Contractor shall warrant that any program, advertising and promotional materials shall not contain libelous, obscene or other unlawful material, and shall not infringe upon the statutory or common law copyright or trademark or any other right of any person or property in the world. Contractor shall indemnify and hold harmless University, its officers, agents and employees, from and against any and all claims or damages of any type whatsoever arising out of or resulting from any action or inaction of Contractor in connection with the advertising, marketing and promotions rights granted herein. These warranties shall survive the expiration or termination for any reason of the contract resulting from this Request for Proposal.

5.1.3 Softball, Volleyball, Men's Soccer, Women's Soccer. Contractor shall provide a separate edition of a booklet for each home game or series (or combination of games). Contractor shall adhere to the following specifications or such other specifications to be mutually agreed upon by the parties.

5.1.3.1 Booklet. The booklets will contain a front cover, back cover and two inside covers. The front cover will be the property of University. Contractor will be allowed the back cover for advertising. The inside covers will contain individual and team statistics, a score card, and any editorial content as determined by the University.

5.1.3.2 Mechanical Specifications For Booklets.

5.1.3.2.1 Size: 8.5” x 11”

5.1.3.2.2 Color/Weight: 8 pt. C1S (or comparable stock)

5.1.3.2.3 Cover: The front cover will be full color with an image or images provided by University. Contractor will have the opportunity to place sponsor logos or other advertising on front cover.

5.1.3.3 Booklet Volume. Contractor agrees to print 1,000 per edition. Contractor shall deliver all such booklets no later than twenty-four (24) hours prior to the first game of each edition to specific locations, individuals and offices as instructed to do so by University and in accordance with a schedule determined by University.

5.1.3.4 Compliance and Indemnification. Contractor shall warrant that any program, advertising and promotional materials shall not contain libelous, obscene or other unlawful material, and shall not infringe upon the statutory or common law copyright or trademark or any other right of any person or property in the world. Contractor shall indemnify and hold harmless University, its officers, agents and employees, from and against any and all claims or damages of any type whatsoever arising out of or resulting from any action or inaction of Contractor in connection with the advertising, marketing and promotions rights granted herein. These warranties shall survive the expiration or termination for any reason of the contract resulting from this Request for Proposal.

5.1.3.5 Sale of Booklets. Contractor will provide programs free of charge.

6.0 Corporate Advertising and Signage Rights; Naming Rights

Subject to the terms and conditions of this Request for Proposal, the Athletics Department will grant Contractor the following rights effective July 1, 2017 or November 22, 2017, as indicated herein:

6.1 Corporate Advertising and Marketing Rights. Contractor shall have the exclusive right to secure and sell sponsorships for (i) all University-approved venue signage, including content sponsorships for all video board, ribbon board and rotational signage, and other venue inventory, as set forth in Appendix A attached

hereto (effective July 1, 2017 or November 22, 2017, as indicated in Appendix A); (ii) printed promotional materials as set forth in Appendix B attached hereto (effective July 1, 2017); and (iii) pre-game, time-out, half-time and quarter breaks sponsored-promotional activities and special game day on-field and on-court promotions or contests including, but not limited to, premium item giveaways, fan contests on the field, floor or in the stands, sponsored entertainment ads, product samplings and product displays, game day sponsorships and hospitality rights, interactive fan festivals, ball boy promotions, trading card promotions and special events, championship sponsorship opportunities, and title/presenting sponsorships of games/events, as mutually agreed upon by the Parties (effective as of the date determined by University). Revenue generated from such signage, corporate advertising and marketing shall be considered Advertising Revenue for purposes of calculating Revenue Sharing (See Section 10.1).

6.1.1 Contractor Advertising Responsibilities. All advertising sales shall be subject to the provisions of Section 11.4 (“Advertising”). Contractor agrees to pay for any costs associated with the sale, installation, and maintenance of advertising signage panels.

6.2 Water and Isotonic Beverage Agreements. Effective November 22, 2017, Contractor will be solely responsible for negotiating new agreements for pouring rights and sideline rights for isotonic beverages and water at the following Athletics Department venues: Colonial Life Arena, Williams-Brice Stadium, Founders Park Baseball Stadium, Carolina Softball Stadium/Beckham Field, Stone Stadium, Track Complex, Volleyball Competition Facility, and Carolina Tennis Center. Revenue from such new agreements will be treated as Advertising Revenue for purposes of calculating Revenue Sharing (See Section 10.1). Contractor will ensure that University derives financial and trade benefits in the new agreements equal to or greater than those that accrue to University under the current agreements. University shall have the right to approve such new agreements.

6.3 Soft Drink Pouring Rights and Attendant Advertising Rights. Effective November 22, 2017, University will grant Contractor the exclusive right to negotiate a pouring rights agreement with a soft-drink beverage company under which the beverages of the successful pouring rights vendor will be sold exclusively at the following Athletics Department venues through the term of the contract resulting from this Request for Proposal: Colonial Life Arena, Williams-Brice Stadium, Founders Park Baseball Stadium, Carolina Softball Stadium/Beckham Field, Stone Stadium, Track Complex, Volleyball Competition Facility, and Carolina Tennis Center. University shall have the right to approve the pouring rights vendor selected by Contractor and to retain all revenue generated from the award of such pouring rights (except as set forth hereinafter). Revenue received by University as a result of the award of the pouring rights agreement as set forth herein shall be retained by University and shall not be considered to be Advertising Revenue for purposes of calculating Revenue Sharing (See Section 10.1). As used herein, "pouring rights" shall not include the sale of beverages

from vending machines; provided, however, University agrees that it shall not place or allow to be placed vending machines in areas in Athletics Department venues open to the public attending athletic events. University further grants Contractor the exclusive right to negotiate advertising rights with the successful pouring rights vendor attendant to the award of pouring rights. If any pouring rights agreement includes venue signage, advertising spots or corporate marketing, an allocation of revenue for such will be included in Advertising Revenue for purposes of calculating Revenue Sharing (See Section 10.1), such allocation to be based on rates paid by other sponsors for comparable advertising in the venue and mutually agreed upon by the Parties.

- 6.4 Printed promotional items. Effective July 1, 2017, Contractor shall have the rights to secure sponsors for printed promotional materials approved by University, subject to Section 11.4 (“Advertising”). Contractor will be responsible for the cost of, and for providing University the minimum quantity of, the printed promotional items set forth in Appendix B attached herein (“Posters and Schedule Cards”). Contractor will also have the rights to secure sponsors on University basketball and baseball ticket backs.
- 6.5 Internet. “Athletic website advertising” is defined as the right to sell advertising opportunities on Athletics Department’s official commercial athletic website: www.gamecocksonline.com. University reserves the right to contract with any third party for the development of the official Athletics Department website, currently www.gamecocksonline.com, and will protect the advertising rights portion of the selected Contractor. The following percentages will be recognized per the current agreement between CBS and University: National advertising sold by CBS – 20% to Contractor, 80% to CSTVO; Local advertising sold by Contractor – 100% to Contractor. University will be responsible for all costs associated with website hosting, production and streaming. Effective July 1, 2017, Contractor will receive an amount of advertising inventory on the website that is no less than the amount provided to the University’s current rights holder during the 2014-15 Agreement Year. Also, Contractor shall not be required to provide any commissions on website advertising sales to the website provider in amounts any less desirable to Contractor than those in place during the 2014-15 Agreement Year.
- 6.6 Naming Rights.
- 6.6.1 Effective November 22, 2017, Contractor shall be granted the exclusive right to sell the facility naming rights to the Colonial Life Arena (upon the termination or expiration of the existing naming rights agreement between the University of South Carolina and Colonial Life & Accident Insurance Company); provided, however, University shall have the right to review and approve any proposed sponsor and name recommended by Contractor and the terms and conditions of such naming rights agreement.

- 6.6.2 Contractor shall be granted the exclusive right (subject to the rights reserved to the University and the Athletics Department herein) to sell the naming rights to certain concourses, club areas, rooms, and other spaces and structures within and associated with the Colonial Life Arena (effective November 22, 2017), Williams-Brice Stadium (effective November 22, 2017), Founders Park Baseball Stadium (effective July 1, 2017), and other Athletics Department venues as may be approved by University (effective as of the date determined by University); provided, however, University shall have the right to review and approve any proposed sponsor and name recommended by Contractor and the terms and conditions of such naming rights agreement. Notwithstanding anything contained herein to the contrary, University and the Athletics Department reserve the right to name areas, rooms, and other spaces and structures within and associated with the Colonial Life Arena, Williams-Brice Stadium, Founders Park Baseball Stadium and other Athletics Department venues for donors of the University or the Athletics Department in their sole discretion, and to retain all donations associated therewith.
- 6.6.3 University may, but is not obligated to, grant Contractor the right to sell facility naming rights to other Athletics Department venues upon such terms and conditions as may be determined by the University, including revenue sharing.
- 6.7 Compliance and Indemnification. Contractor warrants that any advertising and promotional materials shall not contain libelous, obscene or other unlawful material, and shall not infringe upon the statutory or common law copyright or trademark or any other right of any person or property in the world. Contractor shall indemnify and hold harmless University, its officers, agents and employees, from and against any and all claims or damages of any type whatsoever arising out of or resulting from any action or inaction of Contractor in connection with the advertising, marketing and promotions rights granted herein. These warranties shall survive the expiration or termination for any reason of the contract resulting from this Request for Proposal.
- 6.8 Videoboard Production. University will be responsible for all expenses related to videoboard operations, production, insurance and maintenance. Any content not produced by University is subject to strict adherence to graphic specifications provided by University.
- 6.9 Additional Corporate Sponsorship Rights. University and Contractor will pursue and identify for inclusion in the rights granted Contractor herein additional signage, internet, printed promotional inventory items and other such corporate sponsorship and marketing opportunities as may be mutually agreed upon in writing. Additionally, University grants Contractor the right to all technological advancements or iterations associated with the rights granted under this Section.

If there are technological advancements or new iterations associated with the signage, internet and printed promotional rights granted herein, University also grants to Contractor the associated rights and opportunities to use such new technological advancements or iterations in its exercise of the various media rights authorized and granted pursuant to this Request for Proposal.

- 6.10 University Marks and Logos. Contractor may use the trademarks, logos, and other approved insignia of University in connection with the services and duties outlined in this Request for Proposal, except in connection with the sale and resale of any merchandise; provided, however, any and all uses of University's trademarks, including name and any logo(s) must be approved in advance by University.
 - 6.11 Social Media. Effective July 1, 2017, Contractor shall have the exclusive rights to secure and sell sponsored inventory including but not limited to Facebook promotions, Twitter promotions, Instagram promotions, and any other newly created social media inventory; provided, however, all social media promotions must be approved not less than thirty (30) days in advance of the first activation.
 - 6.12 Backdrops. Effective July 1, 2017, Contractor shall have the exclusive right to secure and sell advertising to all home regular season football, men's basketball, women's basketball and baseball post-game press conferences. Advertising only includes mutually agreeable co-branded backdrops.
 - 6.13 Additional Print. Effective July 1, 2017, Contractor shall have the right to negotiate agreements for securing sponsorships, endorsements, promotion and advertisers for all other print based items including but not limited to the following:
 - 6.13.1 Ticket backs for all home sporting events;
 - 6.13.2 Season ticket mailer inserts;
 - 6.13.3 Will Call envelopes;
 - 6.13.4 Parking pass backs;
 - 6.13.5 Premium ticket backs; and
 - 6.13.6 Student ticket ad
- Contractor will provide at no cost to University the minimum quantities of promotional schedule cards and posters referenced in Section 6.4 and Appendix B for distribution by University.
- 6.14 Williams-Brice Stadium – Stadium Seat Chair Backs.

6.14.1 Effective July 1, 2017, University may, but is not obligated to, grant Contractor the right to license/rent Stadium Seat Chair Backs for fans attending University home football games at Williams-Brice Stadium upon such terms and conditions as may be determined by the University, including revenue sharing. If University awards Contractor such rights, the parties shall enter into a separate agreement describing the agreed upon terms and conditions; provided, however, such contract shall provide that Contractor shall be responsible for all aspects, procedural and administrative, of leasing/renting stadium seats to fans for use during University home football games, including but not limited to:

- 6.14.1.1 entering into appropriate leasing/rental agreements concerning stadium seats;
- 6.14.1.2 installing, operating and maintaining leased/rented stadium seats;
- 6.14.1.3 collecting per-game and seasonal fees from fans renting/leasing stadium seats;
- 6.14.1.4 distributing stadium seats for game-day use and collecting and retaining them after such use;
- 6.14.1.5 cleaning and maintain stadium seats when they are not being used by fans during University home football games;
- 6.14.1.6 replacing stadium seats that, over time, have become irreparably damaged from normal fan use; and
- 6.14.1.7 collecting and remitting any applicable and legally required taxes.

Nothing herein shall prohibit University from awarding the right to license/rent Stadium Seat Chair Backs at Williams-Brice Stadium to a vendor other than Contractor, subject to the attendant advertising rights granted to Contractor as described in Section 6.14.2.

6.14.2 Effective July 1, 2017, Contractor shall have the exclusive right to sell advertising on Stadium Seat Chair Backs utilized by fans attending University home football games at Williams-Brice Stadium. Revenue generated by Contractor from the sale of advertising on such Stadium Seat Chair Backs shall be considered Advertising Revenue for purposes of calculating Revenue Sharing (See Section 10.1).

7.0 Game Tickets and Parking Passes

7.1 Game Tickets and Parking Passes. University will provide contractor with the following athletics tickets and parking passes during each contract year, the cost of such tickets and parking passes to be as set forth in Section 7.1.11 herein:

7.1.1 Football. Contractor shall have the opportunity to purchase, at face value, two hundred six (206) football season tickets to University regular season football games at Williams-Brice Stadium per contract year. University shall use best efforts to deliver these tickets to Contractor at least fourteen (14) days prior to the first home game. These tickets will be for seats located in the following seating areas; provided, however, University reserves the right to change the location of the seats described herein, as necessary and in its discretion, in the event University renovates Williams-Brice Stadium or otherwise amends the manner in which seats are assigned to fans:

7.1.1.1	Executive Club (600 Level)	35 season tickets
7.1.1.2	400 Level	28 season tickets
7.1.1.3	The Zone (South End Zone)	28 season tickets
7.1.1.4	Reserved	<u>115 season tickets</u>
	Total	206 season tickets

Contractor agrees to pay any premiums and seat donation fees established by University for the tickets outlined in Sections 7.1.1.1 and 7.1.1.4.

7.1.2 Additional Football Tickets. Contractor shall have the opportunity to purchase the following additional football tickets:

7.1.2.1 Up to one hundred (100) additional individual game tickets to be used over the course of the entire season each contract year, if available as determined by University. The number of tickets per game shall be mutually agreed upon by the Parties. All ticket locations shall be determined in the sole discretion of University.

7.1.2.2 Up to twenty (20) individual game tickets to the SEC Football Championship game, if University is competing in the game. Contractor shall have the opportunity to purchase more tickets, if available as determined by University.

7.1.3 Football Parking Passes. Contractor shall have the opportunity to purchase up to seventy (70) season-long parking passes. Parking pass

locations will be determined in the sole discretion of University, but will be in locations historically provided to corporate sponsors and consistent with University's recognition of Contractor's significant affiliation with University. Contractor shall pay the cost established by University for parking passes in the location(s) assigned by University.

7.1.4 Executive Suite. Contractor shall have the opportunity to license the use of an executive suite in Williams-Brice Stadium, if available as determined in the sole discretion of University, according to the terms and conditions of University's then standard Executive Suite License Agreement. If Contractor chooses to license the use of an executive suite, Contractor shall include the license fee for this suite in its proposed Total Annual Guarantee Rights Fee (See Section 9.1), and Contractor will be required to purchase twenty-four (24) season tickets for the suite at the ticket price established by University for executive suites at Williams-Brice Stadium, but will not be responsible for Gamecock Club donations, capital campaign gifts or premiums required for license of a suite. Contractor will be responsible for costs related to catering in its suite. Contractor shall be provided the number of parking passes established by University for executive suites at Williams Brice Stadium at no additional cost.

7.1.5 Basketball Tickets. Contractor shall have the opportunity to purchase the following season men's and women's basketball tickets to University regular season basketball games at the Colonial Life Arena per contract year:

7.1.5.1 Men's Basketball. Contractor shall have the opportunity to purchase eighty-two (82) season men's basketball tickets to University regular season basketball games at the Colonial Life Arena per contract year. These tickets will be for seats located in the following seating areas: 50 in the lower bowl and 32 in the upper deck. University shall use best effort to deliver these tickets to Contractor at least fourteen (14) days prior to the first home game.

7.1.5.2 Women's Basketball: Contractor shall have the opportunity to purchase up to fifty (50) season women's basketball tickets to University regular season basketball games at the Colonial Life Arena per contract year. All ticket locations shall be determined in the sole discretion of University, but will be consistent with locations historically provided to corporate sponsors. University shall use best efforts to deliver these tickets to Contractor at least fourteen (14) days prior to the first home game.

- 7.1.6 Additional Basketball Tickets. Contractor shall have the opportunity to purchase the following additional men's and women's basketball tickets:
- 7.1.6.1 Up to one hundred (100) additional individual game tickets each for men's and women's basketball games to be used over the course of the entire season each contract year. The number of tickets per game shall be mutually agreed upon by the Parties. All ticket locations shall be determined in the sole discretion of University.
 - 7.1.6.2 Up to thirty (30) tournament ticket-books for the men's and women's SEC Tournament Championship;
 - 7.1.6.3 Up to four (4) tickets to men's and/or women's NCAA post-season tournament games, if University is competing in the tournament.
- 7.1.7 Basketball Parking Passes. Contractor shall have the opportunity to purchase up to thirty (30) parking passes to regular season men's and women's basketball games at the Colonial Life Arena. Parking pass locations shall be determined in the sole discretion of University. Contractor shall pay the cost established by University for parking passes in the location(s) assigned by University.
- 7.1.8 Baseball Tickets. Contractor shall have the opportunity to purchase one hundred fifty (150) season baseball tickets to University regular season baseball games at Founders Park Baseball Stadium per contract year. All ticket locations shall be determined in the sole discretion of University, but will be consistent with locations historically provided to corporate sponsors. University shall use best efforts to deliver these tickets to Contractor at least fourteen (14) days prior to the first home game.
- 7.1.9 Additional Baseball Tickets. Contractor shall have the opportunity to purchase the following additional baseball tickets:
- 7.1.9.1 Up to one hundred (100) additional individual baseball game tickets to be used over the course of the entire season each contract year. The number of tickets per game shall be mutually agreed upon by the parties and subject to availability. All ticket locations shall be determined in the sole discretion of University.
 - 7.1.9.2 The right to purchase up to eight (8) tournament ticket-books to the NCAA Baseball Regionals and Super Regionals, if University participates in such tournaments.

- 7.1.10 Baseball Parking Passes. Contractor shall have the opportunity to purchase up to thirty (30) parking passes to regular season baseball games at Founders Park Baseball Stadium. Parking pass locations shall be determined in the sole discretion of University. Contractor shall pay the cost established by University for parking passes in the location(s) assigned by University.
- 7.1.11 Cost of Tickets and Parking. Contractor shall not be required to make Gamecock Club membership contributions in order to be eligible to purchase the tickets or parking passes set forth herein. Contractor shall be required to pay the face value of all tickets, plus premiums and seat donation fees specifically described in Section 7.1.1 for tickets outlined in Sections 7.1.1.1 and 7.1.1.4.
- 7.1.12 Ticket Locations. The final seating location of all athletics tickets provided to Contractor shall be determined in the sole discretion of University; however, except as otherwise set forth herein, all locations will be consistent with locations historically provided to corporate partners, which locations will be determined by University's recognition of Contractor's significant affiliation with University.

8.0 University and Contractor Responsibilities

- 8.1 Services provided. Contractor shall provide the services described in this Request for Proposal. Contractor shall operate a multi-media rights property offering all services commonly provided by such businesses. Contractor shall keep University apprised of operating policies, prices, activities, incidents and all other information pertinent to an understanding of the activities of Contractor as they relate to the administration of the contract resulting from this Request for Proposal. If any part of the work covered by this Request for Proposal is to be subcontracted, Contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by University. Contractor shall furnish the corporate or company name and the names of the officers of any subcontractors engaged by Contractor.
- 8.2 Efficient operation. Contractor shall efficiently furnish all labor, management, supplies, and equipment necessary to fulfill its obligations herein.
- 8.3 Permits. Contractor shall be financially responsible for obtaining all required permits (including parking), licenses, and bonds to comply with pertinent University Board of Trustees, regulations, and municipal, county, state and federal laws, and shall assume liability for all applicable taxes including but not restricted to sales and property.
- 8.4 Successful Performance. Recognizing that successful performance of the contract

resulting from this Request for Proposal is dependent on mutual cooperation between Contractor and University, Contractor shall meet periodically with University to review operations and make reasonable adjustments.

- 8.5 Office Space. University shall provide Contractor with office space designated by University at no cost to Contractor. Contractor shall occupy and use the said premises only for the purposes of fulfilling its obligations herein.
- 8.6 Decorating. Contractor shall assume the costs of decorating the office space designated by University including, but not limited to painting, carpet, and wall covering. The plans for such improvements must be approved by University prior to the commencement of work. The cost for any improvements will be paid by Contractor, and all improvements shall become the property of University upon installation.
- 8.7 Connection Costs. Contractor shall be responsible for paying connection costs for all phone installations and service, and shall pay for all local and long distance charges, including computer and facsimile connection circuits. Where necessary, utilities shall be brought to the equipment by University.
- 8.8 Energy Use. Contractor agrees to exercise care to keep energy use to a minimum and comply with established energy conservation practices, regulations and policies and endeavor to conserve the use of energies.
- 8.9 Utilities. University shall provide heat, sewer, electricity and cold and hot water. University shall not guarantee an uninterrupted supply of electricity or heat except that it shall be diligent in restoring service following an interruption. University shall not be liable for any loss that may result from the interruption or failure of any utility service.
- 8.10 Custodial service. University shall provide custodial service on a schedule normally performed for like space at University. University shall provide daily floor maintenance in Contractor service areas, and Contractor shall cooperate in keeping this service to a minimum. University shall be responsible for the periodic shampooing of carpet in the Contractor's office space.
- 8.11 Waste cans and recycling. University shall provide and maintain all waste cans and recycling containers.
- 8.12 Furnishings and Equipment. Contractor shall furnish and install at its expense all equipment and furnishings required to perform its obligations as set forth in this Request for Proposal whether such equipment and furnishing is permanently affixed or moveable. Contractor shall supply such tools of the trade as are necessary for office operations. All repairs to such equipment and furnishings shall be the responsibility of Contractor.

- 8.13 Access and Control of Keys. University shall provide Contractor with keys required for access to service areas. Contractor is responsible for control of keys obtained from University and for maintaining the security of locked areas. Contractor's employees shall not admit anyone to areas controlled by a key in their possession. Contractor shall be responsible for immediate reporting to the University-designated Facilities Manager all the facts relating to losses incurred, equipment damage or break-ins to their equipment and areas of University.
- 8.14 Copies of keys. No building keys may be copied. If keys are lost, Contractor shall be responsible for the total cost of re-keying and replacement of all affected University locks and keys.
- 8.15 Parking. University parking is limited. University will provide Contractor with an opportunity to purchase parking for its employees based on University's established parking priorities. No additional costs shall be allowed for parking fees. Unauthorized vehicles parking in University lots or loading docks without permits shall be ticketed and/or towed.

9.0 Guaranteed Rights Fee (Include all financial information in a separate sealed envelope labelled "Financial Proposal")

The University is requesting two alternative financial proposals. Alternative I is described in sections 9.1, 9.1.2 and 9.1.3 and contains requirements for minimum annual guaranteed rights fees, guaranteed signage expenditures, and requires a minimum up-front additional contribution of \$ 3 M. The template that is required to be submitted for the Alternative I Financial Proposal is found at Exhibit I.

The financial proposal for Alternative II is described in sections 9.2, 9.2.1 and 9.2.2 and contains requirements for minimum annual guarantees, annual guaranteed signage expenditures, and Additional Financial requirements in years one and two of the contract that may provide funding for improvements to be made to the east side of Williams Brice Stadium that will enhance the advertising and marketing potential of this area of the campus, subject to required University and State project approval processes. The template that is required to be submitted for the Alternative II Financial Proposal is found at Exhibit II.

Vendors are required to submit a response to Alternative I in order for their proposal to be considered responsive to the RFP. A response to Alternative II is requested but not required to be made. However, vendors must be aware that the University will make a decision after receipt and review of all proposals of the Alternative that is in its best interest to pursue. This decision will be made in the sole discretion of the University. Only those proposals that have responded to the Alternative that is chosen by the University will be evaluated for potential award. Therefore, to be assured of having a proposal that is able to be evaluated for award, vendors must submit responses to both Financial Alternatives.

TO BE CONSIDERED RESPONSIVE TO THE REQUIREMENTS OF THE RFP, VENDORS MUST COMPLY WITH MINIMUM FINANCIAL REQUIREMENTS STATED IN ALTERNATIVE I, AND IF RESPONDING TO ALTERNATIVE II IN ADDITION TO ALTERNATIVE I, TO THE MINIMUM REQUIREMENTS AS STATED IN ALTERNATIVE II. IF THERE ARE ANY QUESTIONS CONCERNING THIS REQUIREMENT OF THE RFP, THESE QUESTIONS MUST BE RAISED DURING THE QUESTION AND ANSWER PART OF THE RFP PROCESS. ALL QUESTIONS ARE REQUIRED TO BE SUBMITTED BY 5:00 PM ON APRIL 19, 2016.

9.1 **Alternative I**

Guaranteed Rights Fee. Contractor shall propose a Total Guaranteed Rights Fee it will pay during the term of the contract resulting from this Request for Proposal. The minimum amounts set forth in Exhibit 1 must be met or exceeded in order for the financial proposal to be considered responsive to this Request for Proposals. No other financial information other than those set forth in Exhibit 1 will be considered in evaluating this criterion. The Total Guaranteed Rights fee will consist of the following three (3) components:

9.1.1 The Base Guaranteed Rights Fee. Contractor shall propose a Base Guaranteed Rights Fee that it will pay University annually (“Base Guaranteed Rights Fee”). This fee shall be paid at least quarterly in equal installments. The University will direct the manner of payment of these amounts according to a payment schedule provided by University. The Base Guaranteed Rights Fee should include consideration for multi-media services provided by the Athletics Department as outlined in Section 4.1.2. The minimum Base Guaranteed Rights Fee is set forth in Exhibit 1, “Multi-Media Rights – Financial Template,” attached hereto.

9.1.2 Guaranteed Signage Expenditure. Contractor shall propose the total amount that it commits to expend during term of the contract resulting from this Request for Proposal to improve certain University-designated signage in Athletics Department venues as identified below (“Guaranteed Signage Expenditure”). Contractor will pay Guaranteed Signage Expenditures directly to University upon request by University at such time as University decides to purchase signage. The University shall determine in its sole discretion the signage to be purchased and the schedule/time of purchase. The minimum Guaranteed Signage Expenditure is set forth in Exhibit 1, “Multi-Media Rights – Financial Template,” attached hereto.

The following needs for signage have been identified by the Athletics Department:

9.1.2.1. New center hung video board at Colonial Life Arena;

- 9.1.2.2 Ribbon Board at Colonial Life Arena;
- 9.1.2.3 Outfield video board at Founders Park (Baseball Stadium);
- 9.1.2.4 Sideline LED Fascia replacements at Williams-Brice Stadium;
- 9.1.2.5 End zone LED Fascia at Williams-Brice Stadium;
- 9.1.2.6 Digital signage in concourse at Colonial Life Arena;
- 9.1.2.7 Dugout signage at Founders Park Baseball Stadium;
- 9.1.2.8 Digital marquee at Blossom Street and Tanner Way;
- 9.1.2.9 Digital marquee at Gamecock Village.

9.1.3 Additional Financial Contribution. Contractor shall propose the total amount of any additional financial contribution it will make to University in exchange for being awarded the rights set forth in this Request for Proposal (“Additional Financial Contribution”). The Additional Financial Contribution will be paid by Contractor in a lump sum upon the execution of the contract resulting from this Request for Proposal. The minimum Additional Financial Contribution is set forth in Exhibit 1, “Multi-Media Rights – Financial Template,” attached hereto.

9.2. **Alternative II**

Guaranteed Rights Fee. Contractor shall propose a Total Guaranteed Rights Fee it will pay during the term of the contract resulting from this Request for Proposal. The minimum amounts set forth in Exhibit II must be met or exceeded for the financial proposal to be considered responsive to this Request for Proposals. No other financial information other than those set forth in Exhibit II will be considered in evaluating this criterion. The Total Guaranteed Rights fee will consist of the following three (3) components:

9.2.1. The Base Guaranteed Rights Fee. Contractor shall propose a Base Guaranteed Rights Fee that it will pay University annually (“Base Guaranteed Rights Fee”). This fee shall be paid at least quarterly in equal installments. The University will direct the manner of payment of these amounts according to a payment schedule provided by University. The Base Guaranteed Rights Fee

should include consideration for multi-media services provided by the Athletics Department as outlined in Section 4.1.2. The minimum Base Guaranteed Rights Fee is set forth in Exhibit II, “Multi-Media Rights – Financial Template,” attached hereto.

9.2.2 Guaranteed Signage Expenditure. Contractor shall propose the total amount that it commits to expend during term of the contract resulting from this Request for Proposal to improve certain University-designated signage in Athletics Department venues as identified below (“Guaranteed Signage Expenditure”). Contractor will pay Guaranteed Signage Expenditures directly to University upon request by University at such time as University decides to purchase signage. University shall determine in its sole discretion the signage to be purchased and the schedule/time of purchase. The minimum Guaranteed Signage Expenditure is set forth in Exhibit II, “Multi-Media Rights – Financial Template,” attached hereto.

The following needs for signage have been identified by the Athletics Department:

- 9.2.2.1 New center hung video board at Colonial Life Arena;
- 9.2.2.2 Ribbon Board at Colonial Life Arena;
- 9.2.2.3 Outfield video board at Founders Park (Baseball Stadium);
- 9.2.2.4 Sideline LED Fascia replacements at Williams-Brice Stadium;
- 9.2.2.5 End zone LED Fascia at Williams-Brice Stadium;
- 9.2.2.6 Digital signage in concourse at Colonial Life Arena;
- 9.2.2.7 Dugout signage at Founders Park Baseball Stadium;
- 9.2.2.8 Digital marquee at Blossom Street and Tanner Way;
- 9.2.2.9 Digital marquee at Gamecock Village.

9.2.3 Additional Financial Contribution. Contractor shall propose the total amount of any additional financial contribution it will make to University in exchange for being awarded the rights set forth in this Request for Proposal (“Additional Financial Contribution”). The Additional Financial

Contribution will be paid by Contractor in lump sum as indicated in years 1 and 2 of the contract. The minimum Additional Financial Contribution is set forth in Exhibit II, “Multi-Media Rights – Financial Template,” attached hereto. As reflected in this section of Exhibit II, the University is interested in receiving proposals for additional financial contributions during the first 2 years of the contract that would enable a project to be planned and implemented during the early years of the contract to provide premium suite and event spaces on the East Side of the Stadium to offer additional spaces for the selling of advertising and marketing under this contract. The cost of this project is estimated to be \$40 M. The project will be handled as a University project subject to all University processes and procedures.

10.0 Supplemental Contribution Plans

In addition to the Total Guaranteed Rights Fee set forth in Section 9.1, Contractor shall propose (in the case of Revenue Sharing as set forth in Section 10.1) or agree to (in the case of In-Kind Benefits and Performance Bonuses as set forth in Sections 10.2 and 10.3) the following Supplemental Contribution Plans. The amounts offered will form the basis of the financial evaluation for each of the affected criterion.

10.1 Revenue Sharing. Contractor and University shall share Adjusted Gross Revenues (as defined below) received by Contractor during a contract year that exceed a specified amount (“Revenue Sharing Threshold”). Contractor shall propose (i) a Revenue Sharing Threshold and (ii) the percentage of annual Adjusted Gross Revenues exceeding such Revenue Sharing Threshold that will be paid to University annually.

10.1.1 Adjusted Gross Revenues. In calculating “Adjusted Gross Revenues,” the following definitions shall apply:

10.1.1.1 Gross Revenues. Except as otherwise set forth in this Request for Proposal, Gross Revenues shall be Contractor’s total revenues received from Contractor’s exercise of the rights granted herein, including but not limited to revenues received from the sale of signage, advertising, marketing opportunities and sponsorships (collectively “Advertising Revenues”) and naming rights, water and isotonic beverage rights, and soft drink pouring rights, as described in Articles IV, V and VI herein.

10.1.1.2 Adjusted Gross Revenues. Adjusted Gross Revenues shall be calculated by subtracting from Gross Revenues all outside agency commissions and third party sales commissions associated with the implementation of the contract resulting from this Request for Proposal, and mutually agreed upon

direct, out-of-pocket costs including, any seat licenses, any tickets and parking passes that are purchased by Contractor from University for events in which University team(s) participate, including, but not limited to bowl games, regular season, pre-season or post-season events, NCAA tournaments or away games, and used in the implementation of such contract; any additional post-season broadcast rights fees, local sales, privilege, and use taxes arising from Contractor's implementation of such contract; at-event hospitality charges; and any Williams-Brice Stadium executive suite license fees paid.

10.2 In-Kind Benefits. Contractor will provide University with a minimum of Two Hundred Thousand Dollars (\$200,000) annually of certain in-kind/trade benefits at no charge to University based on fair market value of the goods and services received. The in-kind value of this \$200,000 shall not be deducted from the Base Guaranteed Rights Fee. If Contractor solicits in-kind revenue on behalf of University (e.g. hotel, airline, meals, promotional items, etc), University agrees to provide all merchandising considerations (e.g., tickets, parking passes, etc.) necessary to fulfill those advertising packages from which in-kind revenue is derived as agreed upon in advance. Contractor shall have the right to trade or barter inventory included in the rights awarded in this Request for Proposal for the purpose of reducing or eliminating expenses to Contractor up to \$200,000 annually based on the fair market value of the goods and services received. University or Contractor may secure additional trade by mutual agreement. All trade credits secured, and promotional expense incurred, on behalf of Contractor or University shall be subject to University prior written approval.

10.3 Performance Bonuses. Contractor will pay University additional performance bonuses as described below. The bonus will be paid in the contract year following achievement and will be included in the annual settlement payment. The bonus amounts set forth herein are the minimum amounts Contractor is obligated to pay University. Contractor shall propose any increase in the specified amounts it will pay University for each performance bonus.

10.3.1 Football. Contractor will pay University the following performance bonuses:

10.3.1.1 SEC Championship Game \$ 10,000

10.3.1.2 Bowl Appearance (greater of the following):

- Any Bowl appearance: \$ 5,000
- Bowl Championship Series Bowl: \$ 25,000
- College Football Playoff Participant: \$ 50,000
- Championship Game Participant: \$100,000

- Championship Game Winner: \$200,000

10.3.2 Men's/Women's Basketball. Contractor will pay University the following performance bonuses:

10.3.2.1 SEC Tournament Champion \$ 5,000

10.3.2.2 NIT Appearance \$ 2,500

10.3.2.3 NCAA Appearance (greater of the following):

- Appearance: \$ 7,500
- Sweet 16: \$ 15,000
- Elite 8: \$ 20,000
- Final Four: \$ 50,000
- NCAA Champion: \$100,000

10.3.3 Baseball. Contractor will pay University the following performance bonuses:

10.3.3.1 SEC Tournament Champion \$ 5,000

10.3.3.2 NCAA Appearance (greater of the following):

- NCAA Regional Appearance \$ 2,500
- NCAA Super Regional Appearance \$ 5,000
- College World Series Appearance \$ 25,000
- National Champion \$ 50,000

10.3.4 Director's Cup.

10.3.4.1 Top 5 Finish: \$ 10,000

10.3.4.2 Top 10 Finish: \$ 5,000

11.0 Miscellaneous

11.1 Records and Audit. Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract resulting from this Request for Proposal. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with applicable federal and State of South Carolina laws and local ordinances. University shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by Contractor related to this

Agreement. Contractor shall retain all applicable documents for a period of not less than five (5) years after the final contract payment is made. University reserves the right to inspect any facilities used to support the contract resulting from this Request for Proposal.

11.2 Reporting. Contractor and University shall cooperatively identify useful reports and determine the frequency of providing such reports. Minimally, Contractor shall produce upon request a detailed sales report that includes a list of advertisers and sponsors, the amount of their payment, and the benefits they received.

11.3 Insurance. Contractor shall, at its sole cost and expense, procure and maintain in full force and effect during the term of the contract resulting from this Request for Proposal, the following types and amounts of insurance coverage. A Certificate of Insurance for each policy must be on file with University's Office of Risk Management:

11.3.1 Workers Compensation:

Statutory: Maintain appropriate workers compensation and employer's liability insurance in conformance with the laws of the State of South Carolina

11.3.2 Commercial General Liability:

\$1,000,000 per occurrence
\$1,000,000 personal and advertising injury
\$2,000,000 general aggregate
\$1,000,000 products completed operations aggregate

11.3.3 Automobile Liability:

\$1,000,000 per accident
\$1,000,000 uninsured/underinsured motorist

11.3.4 Umbrella or Excess Liability:

\$5,000,000 per occurrence and aggregate

11.3.5 Professional Liability/Errors & Omissions (Claims Made):

\$5,000,000 per occurrence and aggregate

Contractor shall add "Board of Trustees of the University of South Carolina, its officers, employees and agents" as an additional insured under these policies.

11.4 Advertising. The advertising rights awarded pursuant to this Request for

Proposals are subject to the following:

- 11.4.1 All advertising must comply with the policies and rules of University, NCAA, and SEC.
- 11.4.2 Contractor may not sell any advertisement that implies University's endorsement of the product or service so advertised.
- 10.4.3 Contractor may not sell any advertisement that implies the endorsement of the product or service so advertised by any University coach or employee without the prior written approval of University.
- 11.4.4 All agreements between Contractor and an advertiser or corporate sponsor must state that such agreement will terminate automatically upon the termination of the contract resulting from this Request for Proposal unless prior University approval has been obtained.
- 11.4.5 Contractor may not sell any alcohol advertisements in connection with the Rights awarded pursuant to the contract resulting from this Request for Proposal. Contractor may not sell beer or wine advertisements without the prior written consent of University; provided, further, that with respect to the advertising rights awarded in connection with live radio play-by-play broadcast rights, it is understood that thirty (30) or sixty (60) second beer and wine advertisements are permitted.
- 11.4.6 The advertising rights granted herein shall be subject to any and all existing contractual agreements between University and corporate sponsors or advertisers, and Contractor may not sell advertising to any competitor of an existing advertiser, sponsor or naming rights holder of University as of the effective date of the contract resulting from this Request for Proposal without the prior written approval of University, including but not limited to, competitors of Barnes and Noble (bookstore), Colonial Life & Accident Insurance Company (life/accident/health insurance at the Colonial Life Arena only/in-venue exclusivity), Gatorade (through July 31, 2017 for the isotonic beverage category on the sidelines only), Under Armour (through June 30, 2016 for athletics apparel and equipment), and Coca-Cola (through July 31, 2017 for soft drink category/pouring rights – all venues/all sponsored elements). University reserves the right to prohibit Contractor from selling advertising to competitors of companies selected by University to replace the above exclusive contracts upon their expiration. University shall make best efforts to discourage its coaches from entering into endorsement opportunities which may conflict with Contractor's advertisers and/or sponsors.
- 11.4.7 The advertising rights granted herein do not include a commitment for the

services of any University personnel, coaches or student-athletes unless otherwise stated herein.

11.4.8 No advertising signage of any type may be sold except as specifically authorized in Article VI and new opportunities as may be approved by University in accordance with Section 6.9.

11.5 Copyright. The parties acknowledge and agree that University shall own all rights, titles, and interests in and to the properties (including all rights to reproduce, re-telecast, re-distribute or otherwise use the properties and all copyrights therein). Contractor maintains the exclusive commercial right to utilize all the properties described herein during the term of the contract resulting from this Request for Proposal. Contractor agrees that all properties shall be “works for hire” on behalf of University and shall be copyrightable in the name of the University of South Carolina Board of Trustees. If for any reason the work performed by Contractor under such contract is found not to constitute a work for hire, then, in consideration for the payment set forth under such contract, Contractor hereby assigns all rights in the intellectual property created, including the copyright, to the University of South Carolina Board of Trustees. Contractor shall not assert any right, title or interest in the events or the copyrights therein. University shall retain all rights to the reproduction and rebroadcast of said events on any other medium, including the Internet. Should Contractor desire to telecast or re-telecast games on other media, including the Internet, the Parties agree to negotiate in a spirit of mutual cooperation to permit such telecast or re-telecast to take place. Moreover, Contractor may not make any use whatsoever of the name of the University of South Carolina or any of the colleges, schools or departments, including the Athletics Department, in any manner whatsoever, without the express written permission of University, unless specifically authorized herein.

11.6 Marks and Logos. Subject to the terms and conditions stated herein, University will grant Contractor a non-exclusive license to use and publish University’s name, trademarks, service marks, logos and/or symbols (“Marks”) in connection with any of Contractor’s broadcasts, publications, promotions, sponsorships, commercial endorsements and/or other marketing activities hereunder at no additional cost to Contractor. Contractor will acknowledge that the Marks and other indicia associated therewith, including new indicia adopted and used or approved by use by University, are the property of University and the license does not transfer ownership to Contractor. Notwithstanding the above, Contractor will agree that it shall not use or publish University’s Marks with respect to any promotions, sponsorships, commercial endorsements, or other marketing activities pursuant hereto, without the prior written consent of University. Contractor will further agree that it is not permitted to sell merchandise bearing University’s Marks without the prior written consent of University.

11.7 Contract Termination. Contract termination may occur for the following reasons:

- 11.7.1 Should either party fail to perform under the material terms of the contract, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within five (5) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate the contract immediately.
- 11.7.2 Failure to provide any of the services set forth in the contract.
- 11.7.3 Failure to maintain the required Certificates of Insurance, permits, and licenses shall be cause for contract termination. If Contractor fails to maintain and keep in force the insurance as provided for herein, then University has the right to cancel and terminate the contract immediately upon written notice to Contractor.
- 11.7.4 If at any time a petition in bankruptcy shall be filed against Contractor and such petition is not dismissed within ninety (90) calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within ninety (90) calendar days, University has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate the contract by giving ninety (90) calendar days notice in writing of such termination.
- 11.7.5 If at any time Contractor's performance threatens the health and/or safety of University, University has the right to cancel and terminate the contract immediately, without notice.
- 11.7.6 Contractor may terminate the contract at any time upon thirty (30) days advance written notice if the NCAA or the SEC should impose a "death penalty" sanction on any of University's football, men's basketball, women's basketball and/or baseball teams which substantially affects Contractor's rights under the contract.
- 11.7.7 If University materially reduces its financial commitment to the football program by reducing voluntarily its number of fully-funded scholarships available to a number materially less than that allowed by the NCAA, or no longer plays football at the Division 1-A level as defined by the NCAA, Contractor may terminate the contract at any time upon thirty (30) days advance written notice to University. Notwithstanding the foregoing, if the number of fully-funded scholarships University may award is reduced by action of the NCAA or SEC, such action shall not constitute grounds for termination of the contract by Contractor.
- 11.7.8 If University materially reduces its financial commitment to the men's basketball program by reducing voluntarily its number of fully-funded scholarships available to a number materially less than that allowed by the

NCAA, or no longer plays men's basketball at the Division I-A level as defined by the NCAA, Contractor may terminate the contract at any time upon thirty (30) days advance written notice to University. Notwithstanding the foregoing, if the number of fully funded scholarships University may award is reduced by action of the NCAA or SEC, such action shall not constitute grounds for termination of the contract by Contractor.

11.7.9 If University withdraws or is expelled from, or otherwise ceases to be a member in good standing of the Southeastern Conference, other national Bowl Championship Series conference, or does not maintain or create a situation equal in nature to the current situation, Contractor may terminate the contract at any time upon thirty (30) days advance written notice to University.

11.7.10 In the event the contract is terminated, Contractor shall pay to University any and all sums owed within thirty (30) days of the effective date of the termination.

11.8 Minimum Contest Requirement. In the event that University does not schedule a minimum of six (6) home football games and thirteen (13) home men's basketball games (including up to two (2) exhibition games), both parties agree that this may materially impair the ability of Contractor to fully utilize the rights granted in the contract. Should this occur, the parties agree to negotiate an equitable adjustment in the annual Guaranteed Rights Fee to reflect the impact for that contract year.

11.9 University Representation. University represents that it is authorized to enter into a contract resulting from this Request for Proposal and that it has not entered into any other agreements or contracts with any other party that conveys any similar rights to such party (with the exception of existing television broadcast agreements arranged by the SEC and in effect as of July 2007 and as otherwise set forth in this Request for Proposal). University warrants and agrees that, during the term of the contract resulting from this Request for Proposal, it will not enter into any other agreements or contracts with any other party that conveys any similar license to the licenses granted pursuant to this Request for Proposal. University acknowledges and agrees that it will not produce, distribute, display or broadcast nor will it allow any other party to produce, distribute, display or broadcast, without the written permission of Contractor, any transmissions, broadcasts, advertising or other written materials that are inconsistent with the rights and licenses conveyed and granted to Contractor herein.

11.10 Force Majeure. Except as otherwise provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performance, if such performance is prevented by causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in

either its sovereign or contractual capacity, fires, floods, earthquakes, hurricanes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the parties. The parties agree that an aforementioned event may materially impair the ability of Contractor to fully utilize the rights granted herein. Should this occur, the parties agree to negotiate an equitable adjustment in the annual Guaranteed Rights Fee to reflect the impact for that contract year.

- 11.11 Governing Law. The contract resulting from this Request for Proposal shall be governed and interpreted under the laws of the State of South Carolina. All disputes, claims, or controversies relating to such contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws or, in the absence of jurisdiction, only in a state or federal court located in Richland County, State of South Carolina. Contractor will agree that any act by University regarding the contract is not a waiver of either University's sovereign immunity or University's immunity under the Eleventh Amendment of the United State's Constitution. Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations in effect during the term of the contract which affect the work or its conduct.
- 11.12 Severability. If any provision of the contract shall be or shall be adjudged to be unlawful, unenforceable or contrary to public policy, then that provision shall be deemed to be null and severable from the remaining provisions, and shall in no way affect the validity of the contract.
- 11.13 Waiver. A waiver by either party of any of the terms or conditions, provisions, or covenants of the contract in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in the contract shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation, or agreement of either party provided by law or in equity.
- 11.14 Amendments. The contract may be modified or amended only by an instrument in writing signed by authorized signatories of Contractor and University.
- 11.15 Adverse Interests. During the term of the contract, Contractor will not provide services nor enter into any agreement to provide services to a person or organization that has interests that are adverse to University. If University believes that Contractor is violating this proscription, University will notify Contractor in writing. University and Contractor will meet and discuss the alleged violation within thirty (30) days of such notice and, in good faith, seek a mutually acceptable resolution. Contractor's broadcasting of any University games in which the opponent is an institution whose broadcast rights are also

licensed to Contractor and the carrying out of the terms and conditions by Contractor of the agreement under which such license was awarded, shall not be considered a violation of the contract resulting from this Request for Proposal by Contractor.

- 11.16 Assignment. Contractor may not assign or subcontract any of its rights or obligations under the contract in whole or in part without prior written consent of University. Any attempted assignment or subcontracting without consent shall be void and of no effect.
- 11.17 Confidentiality. The parties agree to keep confidential and not disclose to any third party any financial information relating to the revenue generated by Contractor or the actual Guaranteed Rights Fee and Supplemental Contribution Plan, if any, paid by Contractor to University. The foregoing restriction on confidentiality and disclosure shall not apply to a disclosure required by current University rules and regulations, applicable law or by legal process.
- 11.18 Relationship. Contractor's performance of services hereunder is in its capacity as an independent contractor. Accordingly, nothing contained in the contract shall be construed, whether express or implied, as establishing an employer/employee, partnership or joint venture relationship between University and Contractor.
- 11.19 Equal Opportunity Employer. Contractor will certify to University that Contractor is an equal opportunity/affirmative action employer and provides worker's compensation for its employees.

Appendix A

Football Inventory

The following inventory shall be available July 1, 2017:

- Coach headsets
- Drink cups
- Stadium Seating Chair Backs (see Section 6.14)

The following inventory shall be available November 22, 2017:

- Fascia LED
- Static fascia signage (6)
- Team tunnel banner
- Matrix message board (2)
- Game entitlement
- Field goal nets
- Coolers
- On-field contests

- Sampling
- PA
- Fan Fest area as designated by the University
- Vomitory signage
- Naming rights including special seating areas, entries, clubs, concourses, football practice facility, etc.

Basketball Inventory

The following inventory shall be available July 1, 2017:

- Courtside LED score tables (2)

The following inventory shall be available November 22, 2017:

- Center-hung videoboard static panel (4)
- Videoboard content
- Videoboard LED (15)
- Hustleboard stats (4)
- Fascia LED (10)
- Fascia static panel (4)
- Concourse spectacular (12)
- Walk of Fame static panel (8)
- Greatest Moments (8)
- Directional signage (5)
- Goal stanchion signage
- Matrix message board (2)
- Game entitlement
- Sampling
- Naming rights including special seating areas, entries, clubs, concourses, etc.

Baseball Inventory

The following inventory shall be available July 1, 2017:

- Scoreboard backlit panel (6)
- Scoreboard LED (10)
- Dugout sign (4)
- Sectional signage (9)
- Concourse directional signage (2)
- Berm (1)
- Third base patio section (1)

- Game entitlement
- Sampling
- Naming rights including special seating areas, entries, clubs, concourses, etc.

All Other Varsity Sports

The following inventory shall be available July 1, 2017:

- Game entitlement
- Sampling
- Softball scoreboard signage (4)
- Soccer scoreboard signage (5)
- Volleyball banner
- PAs

Appendix B

Poster and Schedule Cards

The following inventory shall be available July 1, 2017:

<u>Print Items</u>	<u>Quantity</u>
• Football Posters	70,000
• Football Schedule Cards	90,000
• Volleyball Posters	4,000
• Volleyball Schedule Cards	3,500
• Men’s Soccer Posters	4,000
• Men’s Soccer Schedule Cards	4,000
• Women’s Soccer Posters	4,000
• Women’s Soccer Schedule Cards	4,000
• Swimming Posters	500
• Men’s Basketball Posters	9,000
• Men’s Basketball Schedule Cards	21,000
• Women’s Basketball Posters	5,500
• Women’s Basketball Schedule Cards	21,000
• Baseball Posters	6,000
• Baseball Schedule Cards	5,000
• Softball Posters	3,000
• Softball Schedule Cards	3,000

• Men's Golf Posters	500
• Women's Golf Posters	500
• Men's Tennis Posters	250
• Women's Tennis Posters	250
• Track Posters	700
• Equestrian Posters	600
• Sand Volleyball Posters	600

Appendix C

South Carolina Athletics believes the value of social media can be leveraged in the form of sponsored content. The best forms of sponsor-related social media posts are when they are not overt advertisements, but engaging with fans or presenting unique content. We are willing to do sponsored posts that provide some sort of value to the fan or are presenting featured content.

- South Carolina Athletics retains the right to adjust any sponsor promotions due to negative feedback.

- South Carolina Athletics reserves right of final approval for scheduling publishing of all social media content.

Frequency:

-Sponsor-related messages may not exceed 10% of our weekly content.

For example, on Facebook we post approximately 15 times per week, so Facebook sponsor messages should not exceed two to three per week. Due to the shorter lifespan of each post, Twitter is less sensitive to the number of posts.

Branded Content Guidelines:

-Must be across multiple mediums, not just social media (e.g. radio or in-game element as well)

-Provide value to fan OR cover the cost of the content (e.g. covering the cost of hiring a photographer for an in-depth photo essay)

-Share cost of production (travel, microsite)

Best Practices and Content Ideas:

-Photos tend to generate the highest level of engagement on Facebook and Twitter.

-Extend other in-game promotions and coach's show sponsorships to social media (e.g. Tailgater of the game, play of the game, game sponsor/program cover release, etc.) **Ideally, we would have a consistent sponsor for identical content across platforms (TV, radio, social media, etc.)**

*Promote Farm Bureau Fan on the Field with photos of winner

*Publix Tailgater of the Game (photo in social media with Publix logo)

*Post-game social media support of Monday Money Back at Russell House and similar results-based elements

*Waffle House All-Star Special Student-Athletes – support with social media graphic

*Sansbury Did you see that play

-Photo features for Facebook (content presentation): Throwback Thursday, themed fan photo albums, Behind the Scenes Photo of the Week, etc. **These should be long-term series over several weeks or an entire season, not one or two posts.** (Example: The Kangaroo Military Photo of the Week series was successful)

-Fan polls (Who is your choice for the @FirehouseSubs Player of the Game?)

-Instagram Photo of the Game (Choose a fan photo from those we display on the video board)

-Action Photo of the Game (Every event of the major sports is usually photographed)

-Catch of the game (photo)

-Twitter trivia or submission contests (e.g. Colonial Life Arena contests we've done)

IV. Information for Offerors to Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JANUARY 2006): In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

Offerors shall submit all information and documents required here or elsewhere in the solicitation.

PROPOSAL **CONTENTS**

To be considered for award, all Offerors must submit, at a minimum, the following information. If an Offeror plans to subcontract any of the work described in the specifications, Offeror should specify accordingly and submit the following information for each proposed sub-contractor. If Offeror plans a joint venture with another company, Offeror should specify accordingly and submit the following information for each company involved in the joint venture. Offeror should

restate each of the items below and provide their response to that item immediately thereafter. All information should be presented in the listed order:

- a) Name and address of Contractor's company and the date it was founded.
- b) The name, mailing address, and telephone number of Contractor's authorized agent with authority to bind the company and answer any questions concerning the Contractor's proposal response.
- c) A detailed history of the Contractor's company.
- d) Contractors should list the key personnel in their company who will be responsible for implementing this project and their specific responsibilities. Indicate their length of service with the company. List experience and qualifications specifically as these factors relate to the responsibilities each will be fulfilling on this project. Address how you clearly meet the Mandatory Minimum qualifications listed below.
- e) Contractors should submit financial information that would indicate they have the financial resources necessary to handle a contract of this size (i.e. financial references from one or more banks, financial statements, annual reports, etc.). Financial information supplied should be marked confidential if it is proprietary/confidential.
- F) CONTRACTORS SHALL COMPLETE A FINANCIAL SPREADSHEET FORM (EXCEL FILE – EXHIBIT I AND IF APPLICABLE, EXHIBIT II) USING THE FORMAT SET FORTH. THESE EXHIBITS MUST BE INCLUDED AS A SEPARATE FILE FROM THE REST OF THEIR PROPOSAL AND SUBMITTED IN A SEPARATE SEALED ENVELOPE LABELED “FINANCIAL PROPOSAL.” THE AMOUNTS OFFERED WILL FORM THE BASIS OF THE FINANCIAL EVALUATION FOR EACH OF THE AFFECTED CRITERION.

SUBMITTING REDACTED OFFERS (MARCH 2015):

If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

MINORITY PARTICIPATION (JANUARY 2006):

Is the bidder a South Carolina Certified Minority Business? Yes NO

Is the bidder a Minority Business certified by another governmental entity? Yes NO If so, please list the certifying

governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes NO If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? Yes NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
 - DOT referral (Traditional minority)
 - DOT referral (Caucasian female)
 - Temporary certification
 - SBA 8 (a) certification referral
 - Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

V. Qualifications

QUALIFICATION OF OFFEROR (MAR 2015):

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

NOTE: The University reserves the right to contact Offeror's references.

QUALIFICATIONS – REQUIRED INFORMATION (MARCH 2015):

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

QUALIFICATIONS - MANDATORY MINIMUM:

(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

- (1) Previous and current experiences with projects of similar magnitude. Contractor must have a full-time national, regional and local sales force in place and have had a national and regional sales force in place for the past three years. The national and regional sales force must have a strong relationship within all approved sales categories such as: Insurance, Bank/Financial, Automotive, Restaurant, Health Care, Food/Grocery, Agriculture, Beverage, Retail, Convenience Store, Travel, Home Improvement, State Agencies, Energy/Utilities, and Professional Services.
- (2) Contractor must currently hold the full or shared multi-media rights of at least one (1) university from any of the following conferences: Southeastern Conference, Atlantic Coast Conference, PAC 12, BIG 12, and Big Ten;
- (3) Contractor must have the ability to produce multiple institutions' broadcasts at the same time.

(b) The Procurement Officer may, in his/her discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel that was obtained prior to the date Contractor was established, and/or (2) any subcontractor proposed by Contractor.

(c) Contractor must provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

VI. Award Criteria

AWARD CRITERIA -- PROPOSALS (JANUARY 2006):

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD TO ONE OFFEROR (JANUARY 2006):

Award will be made to one Offeror. [06-6040-1]

EVALUATION FACTORS -- PROPOSALS (JANUARY 2006):

Alternative I

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. Total Guaranteed Rights Fee, including Base Guaranteed Rights Fee, Guaranteed Signage Expenditure, and Additional Financial Contributions (Section 9.1)
2. Contractors Experience, Background, and Qualifications
3. Performance Bonuses (Section 10.3)
4. Revenue Sharing Threshold and Percentage of Adjusted Gross Revenue above the Revenue Sharing Threshold to be paid to University (Section 10.1)

Alternative II

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. Total Guaranteed Rights Fee, including Base Guaranteed Rights Fee, Guaranteed Signage Expenditure, and Additional Financial Contributions (Section 9.2)
2. Contractors Experience, Background, and Qualifications
3. Performance Bonuses (Section 10.3)
4. Revenue Sharing Threshold and Percentage of Adjusted Gross Revenue above the Revenue Sharing Threshold to be paid to University (Section 10.1)

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEBRUARY 2015):

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless,

the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

NEGOTIATIONS (JANUARY 2006):

The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

VII. Terms and Conditions - A. General

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEBRUARY 2015):

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEBRUARY 2015):

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination.

This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JANUARY 2006):

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEBRUARY 2015):

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JANUARY 2006):

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES (JANUARY 2006):

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States' Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JANUARY 2006):

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JANUARY 2006):

According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JANUARY 2006):

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS - (JANUARY 2015):

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(8), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

NO INDEMNITY OR DEFENSE (FEBRUARY 2015):

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JANUARY 2006):

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated

confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE (JUNE 2015):

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT & INTEREST (FEBRUARY 2015):

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JANUARY 2006):

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS (JANUARY 2006):

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect

any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

SETOFF (JANUARY 2006):

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS (JANUARY 2006):

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JANUARY 2006):

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JANUARY 2006):

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY (JANUARY 2006):

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or

claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JANUARY 2006):

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

VII. Terms and Conditions - B. Special

HIPAA LAW:

The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT:

The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

BANKRUPTCY – GOVERNMENT INFORMATION (FEBRUARY 2015):

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether

voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

COMPLIANCE WITH LAWS (JANUARY 2006):

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR'S OBLIGATION – GENERAL (JANUARY 2006):

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

CONTRACTOR'S LIABILITY INSURANCE (MARCH 2013):

(a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-1]

CONTRACTOR'S USE OF STATE PROPERTY (JANUARY 2006):

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

DEFAULT (JAN 2006):

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEBRUARY 2015):

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter “action”) of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INFORMATION SECURITY - DEFINITIONS (FEBRUARY 2015):

The following definitions are used in those clauses that cross-reference this clause.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term “compromise” includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.

Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor’s performance of the work.

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this

contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

INFORMATION SECURITY – LOCATION OF DATA (FEBRUARY 2015):

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

INFORMATION USE AND DISCLOSURE (FEBRUARY 2015):

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) *Legal mandates.* Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down.* Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

(d) *Collecting Information.* Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

(e) *Rights, Disclosure and Use.* Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose

and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

(f) *Return.* Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws.* Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.

(h) *Actions Following Disclosure.* Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or

improper us. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) *Survival & Remedy.* All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

INFORMATION USE AND DISCLOSURE – STANDARDS (FEBRUARY 2015):

To the extent applicable:

(a) **Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.**

(b) **South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.**

(c) **The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.**

(d) **Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.**

(e) **Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]**

ILLEGAL IMMIGRATION (NOVEMBER 2008):

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

LICENSES AND PERMITS (JANUARY 2006):

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits,

inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

OWNERSHIP OF DATA & MATERIALS (JANUARY 2006):

All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

PRICE ADJUSTMENTS (JANUARY 2006):

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JANUARY 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]

PRICE ADJUSTMENTS – LIMITED BY CPI “ALL ITEMS” (JANUARY 2006):

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The

Bureau of Labor and Statistics publishes this information on the web at www.bls.gov
[07-7B170-1]

PRICING DATA – AUDIT – INSPECTION (JANUARY 2006):

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer’s request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term “records” means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PRIVACY – WEB SERVICES (JANUARY 2006):

You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause.

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEBRUARY 2015):

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

RELATIONSHIP OF THE PARTIES (JANUARY 2006):

Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JANUARY 2006):

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. Regardless, this contract expires no later than the last date stated on the final statement of award. Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will void ab initio. [07-7B245-2]

TERMINATION FOR CONVENIENCE (JANUARY 2006):

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has

an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

Request for Proposal as Contract Document

Under State of South Carolina law and the terms of this Request for Proposal solicitation, the contract resulting from this solicitation will be based on the Request for Proposal, awarded contractor's proposal/response, any necessary negotiation document, and the statement of award issued by the University. If Contractor desires any changes to the terms outlined in this Request for Proposal document prior to entering a contract, they MUST submit questions requesting changes to the Request for Proposal terms and conditions PRIOR to submitting their proposal. See Section VI of the Request for Proposal that outlines the order of precedence for these documents.

VIII. ATTACHMENTS TO SOLICITATION

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 5/7/04)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

- 1. Name of Nonresident Taxpayer: _____
- 2. Trade Name, if applicable (Doing Business As): _____
- 3. Mailing Address: _____
- 4. Federal Identification Number: _____
- 5. Hiring or Contracting with: _____
- Name: _____
- Address: _____
- Receiving Rentals or Royalties From: _____
- Name: _____
- Address: _____
- Beneficiary of Trusts and Estates: _____
- Name: _____
- Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with
(check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)

Date

If Corporate officer state title:

(Name - Please Print)

Mail to: The company or individual you are contracting with.

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- **ENSURE THAT YOU HAVE COMPLETED AND RETURNED EXHIBIT I AND (IF APPLICABLE) EXHIBIT II– MULTIMEDIA RIGHTS FINANCIAL TEMPLATE IN A SEPARATE SEALED ENVELOPE AND LABELED AS “FINANCIAL PROPOSAL”**
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS WITHOUT MARKING THEM AS **EXAMPLES ONLY!**
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.
You do not need to return this checklist with your response.

EXHIBIT I

Multi Media Rights-Financial Template

Year	Base Rights	Base Rights	Signage	Signage	Financial	Financial	Other*	Total Minimum	Total Proposed	Revenue Split	Revenue
	Fee Min.	Fee# Proposed	Stipend Min.	Stipend Proposed	Contr. Min.	Contr. Proposed		Annual Guarantee	Annual Guarantee	Threshold	Split Share % over
	Sect. 9.1.1#	Sect. 9.1.1	Sect. 9.1.2	Sect. 9.1.2	Sect. 9.1.3	Sect. 9.1.3		Sect. 10.1	Threshold Sect 10.1		
					3,000,000^			3,000,000	-		
2017/18	8,000,000		300,000					8,300,000	-		
2018/19	8,300,000		300,000					8,600,000	-		
2019/20	8,650,000		300,000					8,950,000	-		
2020/21	9,000,000		300,000					9,300,000	-		
2021/22	9,350,000		300,000					9,650,000	-		
2022/23	9,700,000		300,000					10,000,000	-		
2023/24	10,050,000		300,000					10,350,000	-		
2024/25	10,550,000		300,000					10,850,000	-		
2025/26	11,000,000		300,000					11,300,000	-		
2026/27	11,500,000		300,000					11,800,000	-		
Totals	96,100,000	-	3,000,000	-	3,000,000	-	-	102,100,000	-		

#Base rights fee would include services provided by The University of South Carolina Athletics for multimedia services production etc. See section 9.1.1 of Request for Proposal.

*Other would include any scholarship donations and other guarantees not included etc. that contractor wishes to propose. Add columns with specific description of each category if necessary.

^Upon Contract Execution-lump sum

Contractor should input any changes (increases only) that they would like to include in their proposal. See section 10.3 Performance Bonuses

10.3.1	Football	Minimum	Proposed
	SEC Championship Game	\$ 10,000	
	Bowl Appearance (greater of following)		
	Any bowl appearance	\$ 5,000	
	Bowl Championship Series	\$ 10,000	
	College FB Playoff	\$ 25,000	
	Championship Game Participant	\$ 50,000	
	Championship Game Winner	\$ 100,000	
10.3.2	Men's & Women's Basketball		
	SEC Tournament Champion	\$ 5,000	
	NIT Appearance	\$ 2,500	
	NCAA Appearance (greater of following)		
	Appearance	\$ 2,500	
	Sweet 16	\$ 5,000	
	Elite 8	\$ 10,000	
	Final Four	\$ 25,000	
	NCAA Champion	\$ 50,000	
10.3.3	Baseball		
	SEC Tournament Champion	\$ 5,000	
	NCAA Appearance (greater of)		
	NCAA Regional	\$ 2,500	
	NCAA Super Regional Appearance	\$ 5,000	
	CWS Appearance	\$ 10,000	
	National Champions	\$ 25,000	
10.3.4	Director's Cup		
	Top 5 Finish	\$ 10,000	
	Top 10 Finish	\$ 5,000	
	TOTAL	\$ 362,500	

EXHIBIT II

Multi Media Rights-Financial Template

Year	Base Rights	Base Rights	Signage	Signage	Financial	Financial	Other*	Total Minimum	Total Proposed	Revenue Split	Revenue
	Fee Min.	Fee# Proposed	Stipend Min.	Stipend Proposed	Contr. Min.	Contr. Proposed		Annual Guarantee	Annual Guarantee	Threshold	Split Share % over
	Sect. 9.2.1#	Sect. 9.2.1	Sect. 9.2.2	Sect. 9.2.2	Sect. 9.2.3	Sect. 9.2.3				Sect. 10.1	Threshold Sect 10.1
^2016					3,000,000			3,000,000	-		
2017/18	7,000,000		200,000		20,000,000			27,200,000	-		
2018/19	7,500,000		200,000		20,000,000			27,700,000	-		
2019/20	4,700,000		200,000				4,900,000	-			
2020/21	4,800,000		200,000				5,000,000	-			
2021/22	5,000,000		200,000				5,200,000	-			
2022/23	5,200,000		200,000				5,400,000	-			
2023/24	5,400,000		200,000				5,600,000	-			
2024/25	5,600,000		200,000				5,800,000	-			
2025/26	5,800,000		200,000				6,000,000	-			
2026/27	6,100,000		200,000				6,300,000	-			
Totals	57,100,000	-	2,000,000	-	43,000,000	-	-	102,100,000	-		

#Base rights fee would include services provided by The University of South Carolina Athletics for multimedia services production etc. See section 9.2.1 of Request for Proposal.

*Other would include any scholarship donations and other guarantees not included etc. that contractor wishes to propose. Add columns with specific description of each category if necessary.

^Upon Contract Execution-lump sum

Contractor should input any changes (increases only) that they would like to include in their proposal.

See section 10.3 Performance Bonuses

10.3.1	Football	Minimum	Proposed
	SEC Championship Game	\$ 10,000	
	Bowl Appearance (greater of following)		
	Any bowl appearance	\$ 5,000	
	Bowl Championship Series	\$ 10,000	
	College FB Playoff	\$ 25,000	
	Championship Game Participant	\$ 50,000	
	Championship Game Winner	\$ 100,000	
10.3.2	Men's & Women's Basketball		
	SEC Tournament Champion	\$ 5,000	
	NIT Appearance	\$ 2,500	
	NCAA Appearance (greater of following)		
	Appearance	\$ 2,500	
	Sweet 16	\$ 5,000	
	Elite 8	\$ 10,000	
	Final Four	\$ 25,000	
	NCAA Champion	\$ 50,000	
10.3.3	Baseball		
	SEC Tournament Champion	\$ 5,000	
	NCAA Appearance (greater of)		
	NCAA Regional	\$ 2,500	
	NCAA Super Regional Appearance	\$ 5,000	
	CWS Appearance	\$ 10,000	
	National Champions	\$ 25,000	
10.3.4	Director's Cup		
	Top 5 Finish	\$ 10,000	
	Top 10 Finish	\$ 5,000	
	TOTAL	\$ 362,500	