



# UNIVERSITY OF SOUTH CAROLINA

AMENDMENT NO. 1 TO SOLICITATION

DATE: May 3, 2016  
TO: ALL VENDORS  
FROM: Venis Manigo, Director of Purchasing  
SUBJECT: SOLICITATION NUMBER: USC-RFP-2906-VM  
DESCRIPTION: MULTIMEDIA CORPORATE SPONSORSHIP RIGHTS

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This Amendment No.1 modifies the Requests for Proposals only in the manner and to the extent as stated herein.

1. Attached are answers to questions along with attachments.
2. Also included is supplemental information about In-Game Inventory, Appendix A-1.

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OFFERORS SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 1 IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR RESPONSE TO THIS REQUEST FOR PROPOSALS. FAILURE TO DO SO MAY SUBJECT THEIR RESPONSE TO THIS REQUEST FOR PROPOSALS TO REJECTION.

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Authorized Signature

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Name of Offeror

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Date

**USC-RFP-2906-VM**  
**ANSWERS TO QUESTIONS**

1. Please provide the terms and a copy of the agreement that the University has with the current Multi-Media Rights provider.

**Answer: The current agreements with Action Sports and IMG are attached.**

2. Please provide a copy of the final settlement/royalty report for the last three fiscal years with the current Multi-Media Rights provider.

**Answer: The final settlement reports for the last three years for Action Sports and IMG are attached.**

3. Terms of all current sponsorship agreements (2015-16) including contract length, expiration date, cash investment level, trade/barter investment level, expectation of renewal and other information you deem important (sample summary included) as well as copies of all agreements. If not all information is not available please forward as much detail as possible as it relates to all corporate sponsorship revenues for USC Athletics.

**Answer: The current contract with the Media Rights Holder (MMR) does not allow for sponsorship agreements to extend beyond the term of the MMR holder. The Athletics Department does not retain copies of each agreement but does reserve the right to audit the contracts per our agreement with the MMR holder.**

4. Terms of all sponsorship agreements for the previous 2 years (2013-14 and 2014-15) including contract length, cash investment level, trade/barter investment level, reason if did not renew and other information you deem important (sample summary included). If not all information is not available please forward as much detail as possible as it relates to all corporate sponsorship revenues for USC Athletics.

**Answer: See answer to question #3**

5. 2015-16 forecast of all additional related revenue (gross and net) that would be included in a sponsorship and multi-media rights partnership as well as the terms and detail on all for the previous 2 years (2013-14 and 2014-15). Typical revenue lines include:

- a. Game Program Sales
- b. Official Athletic Website Revenues (those that will be included in partnership – i.e., subscriptions, auctions, etc.)
- c. Rights Fees (radio affiliates, television, mobile audio/video content)
- d. Post-Season radio revenue billed to sponsors
- e. Chair Back Revenue
- f. Naming Rights Revenue
- a. Other

**Answer: The previous years' settlements were provided in the answer to question #2. The athletics department does not have a FY15-16 forecast for any of the items outside of existing contracts that have been provided.**

6. Identify all category exclusivities and how many years remain on the current sponsorship agreements.

**Answer: Founder's Park (baseball stadium) Credit Unions and Bank through 10/31/2025. (See accompanying contract)**

7. Are there any restricted product categories (i.e., gaming, alcohol, etc.)?  
**Answer: Currently - Gaming, Alcohol (spirits), Tobacco, Political, Religious entities/affiliations.**
  
8. Please confirm how the revenue associated with apparel rights is structured within the previous and new University agreement. How does this relate to the current multi-media rights holder? (i.e. what inventory does Under Armor receive from the current MMR holder and what financial revenue does the MMR holder receive for that inventory. How will this be structured in the new deal)  
**Answer: The final contract has not been executed.**
  
9. Please provide a copy of the current and new apparel agreement with Under Armor. **Answer: See the answer to question #8. A summary of terms is provided for your convenience.**
  
10. Outside of the current MMR holder, are there any other third parties that have the opportunity to sell advertising/sponsorship inventory?  
**Answer: The MMR has the exclusive rights as outlined in the RFP.**
  
11. Identify if any of the current corporate sponsorships are tied to a broader partnership or business relationship with either the Athletic Department or University (office supplies, banking, pouring rights, etc.). Please describe the scope/involvement of the business related.  
**Answer: No such sponsorships are tied to a broader partnership or business relationship unless specifically identified in the RFP. (Under Armour, Colonial Life, Founders)**
  
12. Is the University open to a strategy that includes campus-wide, business-to-business partnerships?  
**Answer: The University is not interested in a campus wide partnership. This RFP only includes athletic venues in accordance with the RFP.**
  
13. While we understand all multi-media rights partnerships do not include the sharing of expense information, if possible, please provide detail on all expenses directly tied to the sponsorship and multi-media area. Please provide all contracts/vendor agreements (radio, television, internet, etc.) where applicable. Please forward both 2014-15 actuals and 2015-16 forecasted expenses for all areas identified.

**Operational Expenses:**

- a. Signage Production (design, printing, installation)
- b. Promotional Merchandise
- c. Official Game Day Program (print & design).
- d. Print (schedule cards/posters, flip cards, calendars, etc.)
- e. Equipment Rental (signage units, radio broadcast units)
- f. All Other Expenses

**Media Expenses:**

- a. Radio Market Clearance (per each sport and coaches show). Please provide a copy (copies) of radio affiliate contracts related to game day and coaches show broadcasts.
- b. Line Transmission
- c. Engineering.
- d. Digital/Internet/Streaming.

- e. Television Production (sporting events and coaches shows)
- f. Television Market Clearance (sporting events and coaches shows) Broadcast Talent/Crew.
- g. Talent Travel (all air, hotel, meals, car rental, cabs, etc.)
- h. Other

**Answer: The only expenses that we have available would be those outlined in the settlement statements provided. The University of South Carolina Athletics Department does not keep a record of these expenses, as it is the responsibility of the MMR holder.**

14. Identify any Coaches Fees that are related to and charged to the current sponsorship and multi-media rights program.

**Answer: Coach's fees are paid directly to the Coaches as agreed upon by the Athletics Department and Media Rights Holder. These payments are a reduction of the guarantee. See the statements from current MMR Holder as to how this is handled on the final settlement statements.**

15. Please identify all endorsement agreements that current Head Coaches have under contract with outside businesses. Please include the expiration date of these agreements and the fee paid to the respective coach by each entity.

**Answer: The University is not aware of any contracts between head coaches and outside businesses.**

16. Detail all expenses directly tied to corporate sponsorship agreements that are NOT included in the identified gross corporate sponsorship revenues.(i.e., if the value of the tickets included in an agreement is not deducted from the gross revenues, this number should be \$0).

**Ticket/Suites:**

- 1. Tickets
- 2. Suites
- 3. Premium Parking
- 4. Donations/Memberships
- 5. Other Tickets (i.e., Conference Tournaments)
- 6. Other

**Travel and Entertainment:**

- 1. Airlines/Train
- 2. Car Rental
- 3. Hotel
- 4. Entertainment/Sponsor Hospitality
- 5. Meals
- 6. Parking, Tolls, Mileage, Gas
- 7. Cabs, Local Fares

**Answer: The inventory used to fulfill corporate sponsorship agreements will be paid for by the MMR holder to the University Athletics department for the items listed. Direct payments to the University of South Carolina Athletics Department for corporate sponsorship fulfillment should be deducted from Gross Revenues in determining Adjusted Gross Revenues and as described in Section 10.1 through 10.1.1.2 as a mutually agreed upon direct out of pocket expense.**

17. Please identify all expenses or information tied to the personnel currently assigned to the corporate sponsorship and multi-media rights program including any University personnel expectations.
- Personnel: Please identify the number of people assigned to the project from the current multi-media rights provider as well as the titles and any compensation information if available.
  - Office Expenses: Please identify any expenses that the University either charges the current multi-media rights holder or provides at no cost per the terms of the agreement.
  - Telephone
  - Computer
  - Postage & Delivery
  - Office Supplies

**Answer: See section 8 of the RFP which specifies University and Contractor Responsibilities. The current MMR holder employs 6 employees on campus.**

18. Are any third party companies allowed to sell on behalf of the University? If so, can you detail what inventory this company(s) controls? Does the University receive any revenue/rights fees from this relationship?

**Answer: No, not in athletic venues as outlined in this RFP.**

19. Is the cost of the identified promotional merchandise tied directly to sponsor agreements? If so, does the sponsor agreement stipulate that the University is responsible for the cost of promo merchandise production?

**Answer: Any promotional merchandise as part of a sponsorship should be paid by the sponsor.**

20. What sports currently produce game programs? Are any third parties allowed to sell advertisements in the program (i.e. University Sports Publications)? Who currently distributes the programs?

**Answer: Section 5.0 of the RFP specifies the minimum requirements related to game day programs for each sport. The MMR holder may produce additional sports if desired. Program and advertising rights are exclusive to the MMR holder.**

21. Who is the current flagship radio station and affiliates? What are the terms of this agreement? Can you provide a copy of the agreement?

**Answer: WNKT, a Cumulus station. The MMR holder contracts directly with WNKT.**

22. Who are the current flagship TV stations and affiliates related to the Coaches Shows? What are the terms of this agreement? Can you provide a copy of the agreement?

**Answer: There are no flagship TV stations and affiliates related to the Coaches Shows. The MMR holder is currently airing with Sportsouth but this is determined and negotiated by the MMR holder.**

23. Please provide a copy the CBSi Advanced Media agreement and/or terms of the current agreement.

**Answer: A copy of this agreement is attached.**

24. Please identify any expenses (i.e. tickets, parking, and suites) that the University would allow to be deducted from gross revenues.

**Answer: Inventory used to fulfill corporate sponsorship agreements will be paid for by the MMR holder to the University Athletics department. Direct payments to the University of South Carolina Athletics Department for corporate sponsorship fulfillment should be deducted from**

**Gross Revenues in determining Adjusted Gross Revenues and as described in Section 10.1 through 10.1.1.2 as a mutually agreed upon direct out of pocket expense.**

25. How many Football, Basketball and Baseball tickets and parking passes has the current MMR's partner purchased from the University in this current fiscal year (2015-16)? Please provide answers broken down by sport.

**Answer: FB Season Tickets 216, FB Parking Passes 53, MBB Season Tickets 106, MBB Single Game tickets 526, WBB Season Tickets 78, WBB Single Game Tickets 475, WBB NCAA Tournament 60, Baseball Season 118, Baseball Individual Games 355.**

26. Would the MMR holder have the ability to purchase tickets to a Bowl Game, College Football Playoff Game or College Football Championship Game?

**Answer: Although not specifically mentioned in the RFP, The University Athletics Department would allow the purchase of tickets to the football games mentioned if they are available.**

27. What was the cost of all the Football, Basketball and Baseball tickets and parking passes purchased by the current MMR's holder during this current fiscal year (2015-16)? Please provide answers broken down by sport.

**Answer: FB Parking \$15,950, FB Season Tickets \$179,305, MBB Season Tickets \$32,840, MBB Single Game \$10,304, WBB Season Tickets \$3,920, WBB Single Game Tickets \$3,500, WBB NCAA Tournament \$1,800, Baseball Season \$28,160, Baseball Individual Games \$8,422.**

28. On Page 18 of the RFP it states that the term begins with the 2017 football season and 2017-18 basketball season however Page 64 and 65 state that some football and basketball inventory are not available until November 22, 2017. Please confirm if this is accurate since the dates do not align. If accurate, explain who owns the rights up until November 22, 2017 and what that current agreement entails? Please provide a copy of this agreement.

**Answer: The University is combining 2 existing contracts that have different expiration dates into this RFP. Page 18 is the general seasons covered by the RFP. Specific sections addresses which inventory items are available. The current MMR holder can only enter into contracts for the specific inventory items mentioned through the expiration dates listed. (Action Sports Contract/IMG Contract)**

29. Does the University plan to build or renovate any of its sports venues in the near future? If so, please provide detail of the venues and the timeline to start or complete any respective project of this nature.

**Answer: Mentioned in the RFP is a desire to renovate the East Side of Williams Brice Stadium to add more premium areas to enhance our fan experience and to provide for additional potential sponsorship in these areas. A football operations building is planned to start construction, pending the necessary state approvals, near the site of our football indoor practice facility located in Gamecock Park in 2017.**

30. Do the current University athletic facilities host any major events that do not include the Athletic Department's sport teams? (i.e. High School Championships, Concerts, Commencements)

**Answer: Historically, the athletics department hosts the South Carolina High School Playoffs in football, at Williams Brice Stadium, and basketball at the Colonial Life Arena. The Colonial Life Arena also hosts all University of South Carolina commencements as well as a large number of high school commencements. The Colonial Life Arena also hosts numerous concerts, family shows, and community events.**

31. Please provide a copy of the Colonial Life naming rights agreement and /or confirm the terms?  
**Answer: Colonial Life Arena Naming Rights contract-attached.**
32. Typical naming rights packages include significant interior and exterior signage.
- a. Are there any limitations, university or city ordinances, that limit the bidders ability to place signage on the exterior of the building?  
**Answer: There are both University and City ordinances that regulate signage on the exterior of buildings. Depending upon the nature of the signage, there are requirements that may require approval of the Board of Trustees, the University Design Review Committee and/or the Exterior Campus Art Committee.**
- b. Will the University permit the addition of interior signage in key locations, i.e. above video board, on arena fascia, in entry plaza, on back-stop (softball), across outfield wall (softball), and newly identified locations?  
**Answer: Section 6.6, and specifically section 6.6.2 in the RFP grant exclusive rights to naming athletic venues and spaces. The terms and conditions (including signage) would be a part of the mutually agreed to conditions.**
33. Naming rights partner benefits also typically include tickets/suites. How will these assets be handled financially between the bidder and the University?  
**Answer: Suites and tickets are inventory of the South Carolina Athletics Department. Any sponsorship or naming rights packages that the MMR holder includes tickets or suites would have to be paid to the Athletics Department with the terms and conditions mutually agreed.**
34. Naming rights buyers all seek different benefits. Would the University permit non-traditional branding, such as press back drops or logo on exterior of the arena roof? **Answer: We would reserve the right to review any non-traditional branding and work with the MMR holder to maximize the partnership.**
35. The cost of naming rights signage is typically covered by the seller. How will that cost be shared by the bidder and University?  
**Answer: Signage costs responsibility are determined by the naming rights agreement and mutually agreed.**
36. Will the University bear costs associated with changing the venue's name on all university controlled collateral, i.e. maps, websites, street signage?  
**Answer: The expenditures associated with venue naming are mutually agreed to by all parties and included in the naming rights agreement.**
37. Potential naming rights partners will want to establish a deep rapport with the University and Athletic department. Will the University and Athletic Department staff, including University President and Athletic Director, make every effort, within reason, to assist in securing and closing the naming rights deal?  
**Answer: No guarantees can be made but historically this has not been an issue as both the Athletics Director and President of the University have participated in naming rights announcements.**

38. A naming rights partner will expect category exclusivity across the entire campus and potentially business-back. Will the University entertain this type of partnership? **Answer: Naming rights agreements stipulate what is included in the right. This is agreed to mutually within the applicable laws and policies of the State of South Carolina and the University of South Carolina. Exclusivity may be limited to only athletic venues depending on what is requested and mutually agreed to by all parties involved.**
39. Please confirm that Offeror should include one original, five hardcopies and one electronic copy of both the Technical and Business proposal?  
**Answer Yes. The Offer should submit One (1) original and Five (5) Hardcopies marked "Copy" and One (1) Electronic Copy.**
40. Please confirm how many copies (both hardcopy and electronic) the Offeror shall submit pertaining to the separately sealed Financial Proposal?  
**Answer: Se answer to question #39.**
41. May a respondent include in its bid response suggested changes to the terms and conditions included in the RFP? if yes, is there a required format for the proposed changes or may the respondent simply include a proposed contract ( which is marked sample ) that includes provisions that are different than certain of the terms and conditions included in the RFP including, among others, terms and conditions in Sections III and Sections VII?  
**Answer: Any suggested changes could deem the offeror non-responsive and would result in their being disqualified and removed from consideration for the contract award. Any issues with terms and conditions should have been addressed in the questions presented by each respondent.**
42. May a respondent propose a rights fee financial proposal that is different than the alternatives set out in sections 9.1 and 9.2 of the RFP? If a respondent may submit an alternative financial proposal, must it also submit one or both of the alternatives set out in Sections 9.1 and 9.2? If the respondent may propose an alternative financial proposal, may it submit a proposal that does not include a Guaranteed Base Rights Fee and/ or a Guaranteed Signage Expenditure component?  
**Answer: Offerors are required to submit a response to Alternative I in order for their proposal to be considered responsive to the RFP and must provide the minimum financial information as requested in the template. Please refer to Section 9.0 of the RFP.**
43. May a respondent that does not currently have a multi-media rights contract with the Southeastern Conference, Atlantic Coast Conference, PAC 12, BIG 12 or Big Ten conference qualify to receive an award if its senior personnel has in the past worked in senior positions responsible for multi-media rights at one or more companies that have held multi-media contracts with members of one or more of such conferences?  
**Answer: Section V. Qualifications-Mandatory Minimum (2) requires that to be eligible for award, you 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.**
44. Section 11.15 of the RFP states that the Contractor may not provide services to a person or organization that has interests that are" adverse "to the University. Please provide an explanation of what interests might be deemed to be averse to the University. The example at the end of Section 11.15 suggests that if the Contractor holds broadcast rights for both the University and one of its opponents in an intercollegiate game a conflict of interest would not exist. Is it correct to conclude that if a the Contractor holds the general multi-media rights (as opposed to broadcast rights only) of both the



University and an opponent in an intercollegiate game, or another college or university that is in the same conference or in the same geographic region as the University that a conflict of interest would not result?

**Answer: The University does not believe a conflict would exist if the contractor holds broadcast rights for both the University and one of its opponents in an intercollegiate game or as expressed in this question. The intent of this legal language is to prevent the University from being in business with a contractor that also holds contracts with businesses that engage in activities that include, but are not limited to terrorism, child labor, gambling, etc.**

45. Can you provide year-end settlement statements for your current rights holder for the past three years? Please provide as much detail as possible so we can better evaluate this opportunity.

**Answer: The Action Sports and IMG settlements for the last three years are included.**

46. Can you provide a list of trade contracts provided to the University? What inventory items are used to fulfill these trade accounts?

**Answer: Gatorade, Sansbury Eye Center, and Verizon. Current MMR holder has contracts. Athletics does not have these on file but has the right to audit these contracts.**

Were additional trade deals needed above the \$200k allotment?

**Answer: No.**

47. Can changes be made to the agreement by mutual consent over time (e.g. game programs from print to digital?)

**Answer: If mutually agreed to by all parties.**

48. Is the University paying all costs associated with the Additional Print items?

**Answer: Any additional print items, above the minimums outlined in the RFP that are requested by the University will be paid by the University.**

49. Must the Non-Resident Taxpayer Registration Affidavit be submitted with our proposal? **Answer: No. If applicable, the Non-Resident Taxpayer Registration Affidavit must be submitted prior to contract award.**

50. How many sponsors currently have use-of-marks rights? What has been the spending threshold for a sponsor to use the University's marks?

**Answer: The spending threshold has been \$100,000.**

51. How many sponsors have any special designation (e.g. "official hotdog of ...")?

**Answer:**

- a. **Equipment/Apparel -Under Armour – summer 2026**
- b. **Pouring rights - Coke**
- c. **Home security - CPI**
- d. **Roofing (Official Roofer) – Crescent Construction**
- e. **Pizza – Marco's Pizza**
- f. **Isotonic – Gatorade**
- g. **Airport – Columbia Metropolitan**
- h. **Sporting Goods retailer – Academy**
- i. **Insurance (within Colonial Life Arena ) – Colonial Life**
- j. **Financial Institution (baseball stadium only) – Founders**
- k. **Wireless – Verizon**

## **I. Overnight carrier - UPS**

52. Do any other third parties have an opportunity to sell advertising/sponsorships that might conflict with the rights holder?

**Answer: No.**

53. Of the excluded categories, are any dollars spent with the rights holder and are any inventory items used to fulfill contracts? If so, can you provide a list?

**Answer: No.**

54. Can you provide detailed signage inventory for all key venues – football, basketball and baseball?

**Answer: These are listed in Appendix A of the RFP and in Appendix A-1 of this amendment.**

55. Is coaches' endorsements part of the contract? If so, can you provide a list of coaches and current sponsors?

**Answer: No, coaches may endorse a sponsor if mutually agreed upon by the University.**

56. Are advertising rights for Stadium Seat Chair Backs at Williams-Brice Stadium exclusive to Contractor if another party is granted the right to license/rent the chair backs? **Answer: Section 6.14 through 6.14.1.7 of the RFP covers the right to license/rent Stadium Seat Chair backs under a separate agreement. Section 6.14.2 grants the MMR holder the exclusive right to sell advertising on Stadium Seat Chair backs.**

57. How will contracts be handled for inventory that is not available until 11/22/2017 (Appendix A)?

**Answer: The current MMR holder will have the right to the inventory in Appendix A through the dates listed next to each inventory item. Contracts for these items do not extend beyond the contract expiration date.**

58. When does the current naming rights agreement with Colonial Life expire?

**Answer: The current naming rights agreement expires on September 30, 2025.**

59. Regarding the Founder's Park naming rights, what inventory is being used from the rights holder and what dollars are being paid to rights holder?

**Answer: Founder's Park Sponsorship paid to current rights holder FY15-16 \$250,000, FY16-17 \$255,000. The contract is included as a part of this amendment.**

60. Are there any naming rights areas in any other venues?

**Answer: There are numerous areas named for donors in recognition of gifts given, but there are currently no additional areas that have "naming rights". Additional naming rights opportunities can be mutually agreed to in the future.**

61. What is the athletic allocation from the current soft-drink pouring rights contract? What are the exclusivity of products included in the agreement (e.g. energy drink, tea, coffee, etc.)? What inventory is required to fulfill the agreement?

**Answer: Coca-Cola pouring Rights \$365,000 included in MMR holder Gross Revenues, plus \$47,609 for sponsorship fulfillment. The contract is included as a part of this amendment. All required inventory is negotiated by the MMR holder.**

62. What is the athletic allocation from the current water and isotonic beverage contract? What is the exclusivity of products included in the agreement? What inventory is required to fulfill the agreement?  
**Answer: For fiscal year 2014-15, the Gatorade Sponsorship Revenue was \$260,000 and trade was \$185,000. The contract is included as a part of this amendment. All required inventory is negotiated by the MMR holder.**
63. Is it possible for rights holder and University to have joint negotiations on pouring rights? **Answer: At this time the University and the Athletic department have separate agreements.**
64. Is the University or the rights holder paying to clear any markets for current radio or television programming? If so, to whom and how much?  
**Answer: The MMR holder is responsible for any expenditure to clear markets for radio and television programming. See section 4.1.4 of the RFP.**
65. Were all women's basketball games broadcast last season?  
**Answer: Yes.**
66. Who are current radio and television show hosts and what are their fees?  
**Answer: The MMR holder hires and negotiates talent and fees.**
67. What are current fees being paid to coaches for television shows?  
**Answer: Payments to Coaches are part of their compensation package and are being paid from the MMR holder guarantees to the Athletics Department.**
68. Are all coaches' shows one hour in length?  
**Answer: The show is currently 30 minutes.**
69. What is the current fee received for satellite radio from the conference?  
**Answer: XM satellite details are provided in the attached document. These payments go to the MMR holder for using their radio broadcast.**
70. What is the current term of CBSi contract and what inventory is available?  
**Answer: The contract is included as a part of this amendment.**
71. Can you provide dollars generated by All Access?  
**Answer: Revenue for All Access is approximately \$50,000.**
72. Do any coaches have separate websites?  
**Answer: No.**
73. For football, if additional suite or premium seat tickets are needed, what is the cost and availability (including any required donations)?  
**Answer: If available, additional suites and tickets can be purchased in accordance with Section 7.1.4. of the RFP.**
74. For basketball, if additional premium seat tickets are needed, what is the cost and availability (including any required donations)?

**Answer: There is limited availability of seats within the first eight rows of the arena. These seats currently require a \$1,500/seat premium and include pre-game/in-game access to the McGuire Club. Suites may also be available for purchase if needed. All other seating would be subject to the season or single game ticket price, unless additional premium areas are added in the future.**

75. Does Williams-Brice Stadium have Wi-Fi?

**Answer: Yes. Wi-Fi is only available in premium areas of Williams-Brice Stadium (200 level clubs and suites, 600 level club and The Zone).**

76. Can you provide a list of campus-wide contracts (noting exclusivities), to include housing, bookstore, banking, etc.? Is all student housing owned and managed by the University?

**Answer: Currently all official University student housing is owned and managed by the University. There is one Public Private Partnership with the University Foundation that is on land leased by the University to the Foundation that is not managed by the University and is not a part of the University run housing program. There is another Public Private Partnership that is in the procurement process for additional student housing that will be located on University owned land and that may be managed by the University.**

77. Will the rights holder have an opportunity to activate in and around university housing, to include sleep areas, laundry, restrooms, common spaces, etc.?

**Answer: No. Not as part of the rights granted within this RFP.**

78. Section 4.2.3.6.1: Please further clarify the head coach's ability to do an interview on a station that is not a part of the radio network.

**Answer: No further clarification can be provided other than what is specified in this section.**

79. Section 6.5: Please confirm that this section demonstrates how the current agreement is written in 2015/16.

**Answer: Yes.**

80. Will the Rights holder have sales rights to all official University Athletics websites which includes primary sites (gamecocksonline.com), ancillary sites (itsgreattobeagamecock.com) and coach's sites?

**Answer: Yes, all approval will be provided by Athletics.**

81. Please confirm that ecommerce, merchandise and apparel sales are not included within the scope of rights in the RFP.

**Answer: They are not included in the scope of this RFP.**

82. Will the Rights holder have the exclusive right to sell hospitality on game day or will other University entities and companies have the ability to sell hospitality as well. **Answer: Concessions and Catering contracts are separate from this agreement and have rights to cater premium seating and to provide concessions on game day.**

83. Please confirm that the Rights holder will have advertising/sponsorship opportunities on all new advertising inventories listed in 9.2.2.1 through 9.2.2.9.

**Answer: Yes, if these items currently exist, or are added in the future, the MMR holder will have the rights to the inventory in 9.2.2.1 through 9.2.2.9.**

84. Is there a limitation to the page count of the football game program?

**Answer: Section 5.1.1.1 in the RFP states that the football program will contain sixty-four (64) interior pages. Contractor may add additional pages of advertising provided University is provided the opportunity to have an equivalent number of editorial pages.**

85. In connection with certain existing University sponsors set forth in Section 11.4.6, who is in control of the replacement/renewal of these agreements? Sections 6.2 and 6.3 appear to grant that right to the Rights holder for water and isotonic and soft drink pouring rights, whereas Section 11.4.6 appears to reserve that right to University for all of the categories. Further, in the event University controls the renewal/replacement process for one of the exclusive categories listed in Section 11.4.6, please confirm that University would be willing to use best efforts to ensure similar revenue to Rights holder consistent with historical investments by sponsors for such categories.

**Answer: Barnes & Noble is a University contract (not Athletics). Colonial Life and Under Armour are Athletic contracts. Gatorade (Isotonic Beverages and Coca-Cola (pouring rights) are Athletic contracts. The intent is to allow the MMR holder to negotiate these rights in the Athletic contracts (but not with the University's contract with Barnes and Noble) and include them in the MMR holder Gross Revenues.**

86. Pursuant to Section 10.2, please confirm that the value of the initial in-kind benefits (up to \$200,000 for University's use and up to \$200,000 for reduction of expenses for Contractor) will not be included in the calculation of Gross Revenues.

**Answer: It will not be included in Gross Income nor deducted from the Guaranteed Rights Fee.**

87. Similar to the equitable adjustment language set forth in Section 11.8, is the University willing to consider agreeing to some standard material impairment provisions that would provide for the parties to negotiate equitable adjustments to the financial provisions in the event of certain occurrences (e.g., material adverse publicity for the University that directly causes loss of sponsors; impairment of Contractor's ability to exercise the rights granted pursuant to the RFP or reductions to the rights/inventory provided to Contractor under the RFP due to University's actions or changes to University, Conference or NCAA rules, etc.)

**Answer: No. The RFP and the resultant contract will contain remedies that may be applied in event of such occurrences.**

88. Please clarify what is meant by the "adverse interests" in Section 11.15.

**Answer: See the answer to question #44.**

89. Does University expect to have a right to terminate for convenience as stated on page 89 of the RFP? Is the University willing to eliminate this provision from any resulting multimedia rights agreement?

**Answer: No, the University is not willing to eliminate this provision.**

90. Are the Technical and Business proposals to be bound together and separated by a divider or should they be submitted in two separate booklets?

**Answer: They should be submitted in 2 separate packages.**

91. Regarding Section IV, first paragraph (page 68), please elaborate on what the Proposer should respond to in Section III – Scope of Work.

**Answer: The Offeror should use Section III – Scope of Work as a basis to format their response in reference to experience, background and qualifications for Section IV Information for Offerors to Submit and Section V Qualifications.**

92. Do the Technical and Business proposals need to be on separate USB drives or can both files be included on the same USB drive?

**Answer: They must be submitted on separate drives.**

93. There are a handful of forms that are included in the RFP that must be completed and submitted by the Proposer. Can University please provide these forms in a format that can be filled in electronically (i.e. Cover Page, forms in Section VIII, etc.)? **See.**

**Answer: These forms will be provided electronically upon request to Venis Manigo.**

94. Will financial references from banking partners satisfy University's request for financial information on the company?

**Answer: Offerors are required to submit the information as required in the Section entitled Proposal Contents e) on pages 68-69 of the RFP. The information submitted must be sufficient to allow the University of South Carolina the ability to determine that the contractor has the financial resources necessary to handle a contract of this size.**

95. Is University asking for a letter of reference from other universities with which we work or just the contact information and description of rights?

**Answer: To meet the mandatory minimum qualifications, contractors must hold the full or shared multimedia rights of at least 1 university from the conferences as outlined in the RFP.**

## **Appendix A-1 In-Game Inventory**

### **Football**

The following represents the total inventory available at each Gamecock football game.

#### **Policies**

- All TV commercials must be run at halftime or pregame
- All presentations will occur at halftime or pregame
- All contests must be run at halftime or pregame
- Maximum 2 on-field contests per game
  - Existing sponsorship elements
- Scripted media timeout sponsorship elements will not exceed 1:00
- Any sponsored element over and above the predetermined inventory must be approved by the South Carolina Athletics Department
- Maximum 2 dead ball features including previously determined contest winners in-game

#### **Pregame:**

The time prior to 20 minutes before kickoff is open to sponsorship elements.

- Maximum 4:00 TV commercials
- Maximum 10 pregame PA with graphics or dead ball features

#### **In-Game Elements:**

- Maximum 21 in-game dead ball features or PA with a graphic

#### **Halftime**

- Maximum total sponsorship time of 4:00
- Maximum 2:00 of TV commercials

#### **Live Action Elements**

- Replays – Maximum 50
- Spirit bumpers - 15

#### **Fascia LED**

- A minimum of two ad units must be made available for University promotional messages
- Contractor and University will agree upon LED execution that adds value to the fan experience

### **Basketball**

The following represents the total inventory available at each Gamecock basketball game.

#### **Policies**

- All TV commercials must be run at halftime or pregame
- All presentations will occur at halftime or pregame
- Scripted media timeout sponsorship elements will not exceed 1:00
- Any sponsored element over and above the predetermined inventory must be approved by the South Carolina Athletics Department

**Pregame:**

The time prior to 23 minutes before tip-off is open to sponsorship elements.

- Maximum 4:00 TV commercials
- Maximum 1 on court presentation or competition

The time from 9:00 through 5:00 prior to tip-off is open to sponsorship elements

- Maximum 2:00 TV commercials
- Maximum 1 on court presentation or competition
- Maximum 14 PA's (with no commercials or on court competition)

**In-Game Elements:**

- Maximum 8 in-game dead ball features
- Maximum 6 in-game dead ball non-audio features
- Maximum 8 in-game PA's

**Halftime**

- Maximum total sponsorship time of 4:00
- Maximum 1:00 of TV commercials
- Maximum of 2 on court competitions or presentations

**LED**

- For ESPN games, 25% of inventory must be given to SEC
- Two units must be made available as a co-branded opportunity to promote University messages

**Baseball**

The following represents the total inventory available at each Gamecock baseball game.

**Policies**

- All TV commercials must be run pregame
- All presentations will occur pregame
- Scripted inning break sponsorship elements will not exceed 1:00
- Any sponsored element over and above the predetermined inventory must be approved by the South Carolina Athletics Department

**Pregame:**



The pre-game time from 30 minutes to 10 prior to first pitch are open to sponsorship elements.

- Maximum 4:00 TV commercials
- Maximum 1 on field presentation
- Maximum 1 on field first pitch
- Maximum 20 PA's (with no commercials)
- Maximum 5 features

**In-Game Elements:**

- Maximum 12 in-game features
- Maximum 12 in-game non-audio features?
- Maximum 16 in-game PA's

**Action Related PA's**

- Maximum of 8 Action Related PA's
- Maximum of 1 in between inning PA
- Maximum of 1 in inning PA per event

**List of Attachments:**

**These attachments may be accessed at the following URL:**

<http://www.facilities.sc.edu/docstore/procurement/AthleticsMultimedia/>

Action Sports Settlement

Action Sports Media, Inc

Action Sports Media.Addendum.8.06

Baseball Stadium Naming Rights Agreement

CBSIMG Amendment

Coca-Cola 2011-17

Colonial Life Naming Rights 10.1.15-9.30.25

Gatorade\_IMG 08.13-07.17

IMG Settlements

International Sports Properties, Inc

Under Armour