

ADDENDUM #1

DATE: February 25, 2008
TO: All Prospective Firms
FROM: Kathleen Joy, Assistant Director, Purchasing
RE: **RFP #KJ012508, Athletic Marketing/Media Property and Sponsorship Rights**

All respondents are hereby advised of the following amendments to the Request for Proposal documents which are hereby made an integral part of the bid documents for the subject contract, prepared by the University of Connecticut Purchasing Department.

Proposals submitted shall be deemed to include contract document information as shown in Addendum No. 1. Respondents shall be required to acknowledge receipt of this addendum in their proposal response. Failure to acknowledge receipt of this addendum by the proposer may result in the rejection of their proposal response.

Due to inclement weather on Friday, February 22, 2008 (closing date for inquiries) which shut down the University of Connecticut and over 100 questions/clarifications submitted by interested parties, the University will be extending the Proposal Due Date in a future Addendum. The University appreciates the amount of interest generated by this Request for Proposal and wants to take sufficient time to supply thoughtful and thorough responses to all questions.

Q. Will the University supply a copy of the WTIC UConn Media Agreement?
A. Yes, see attachment below.

BIDDER NOTE: This addendum must be completed, signed and submitted with your proposal response to be considered for award. If you have already submitted a proposal, please complete the addendum and submit same in a sealed envelope, clearly marked with the RFP number, response date, and return address. This will be accepted as part of your proposal response, **PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN THE ORIGINAL RFP DOCUMENT, OR AS AMENDED BY THIS DOCUMENT.**

Name of Bidder

Date

Address

Signature and Title

**FOOTBALL, MEN'S BASKETBALL
AND WOMEN'S BASKETBALL MEDIA AGREEMENT**

This agreement is made between the **University of Connecticut** (hereinafter "University") and the **CBS Radio Stations Inc., d/b/a WTIC AM/WTIC FM** (hereinafter "**Broadcaster**") (collectively referred to as "**Parties**").

In consideration of the mutual covenants and conditions contained herein, the University and the Broadcaster hereby agree as follows:

1. **Grant of Rights.** The University hereby grants to Broadcaster, subject to the restrictions and modifications contained herein, as well as approval by the University's Board of Trustees and final approval by the Attorney General's Office, the Sole and Exclusive Commercial Radio Rights to broadcast on a live basis all of the Games (as defined below) played by the University's football, men's basketball and women's basketball teams during the Term of this Agreement. "Sole and Exclusive Commercial Radio Rights" as used in this Agreement means the sole and exclusive right to broadcast or otherwise transmit and the sole and exclusive right to license stations that are affiliates of the UConn Network (as defined below) to broadcast or otherwise transmit, both live and by recording, over individual and/or interconnecting AM, FM or other facilities receiving or transmitting audio programming whether by amplitude or frequency modulation, microwave, digital, satellite, hard wire, wireless or any other means of audio transmission now in existence or hereafter devised, an audio only version of any and all portions of the Games and the Related Programming and all related events occurring or audible at the stadium in which the Games are played, including audio descriptions and accounts thereof. Without limiting the foregoing, the parties acknowledge that Broadcaster shall have the right to stream the Games on the Internet. "Sole and Exclusive Commercial Radio Rights" are and shall be subject only to the concurrent rights of the University of Connecticut's opponent in each Game to grant radio rights thereto.

2. **Term.** The term (“Term”) of this Agreement shall encompass the University’s 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12 academic years. The University agrees that it shall notify Broadcaster of the opportunity to participate in the process for procurement of the exclusive commercial radio rights to air live radio broadcasts of the University’s football, men’s basketball and women’s basketball Games during academic years following the term of this Agreement. Such process is anticipated to occur during the summer prior to the final year of the Term hereof.

3. **Services.** Broadcaster will serve as the flagship radio station for the live broadcasts of all pre-season, regular season, tournament and post-season Games played by the University’s football, men’s basketball and women’s basketball teams (“Games”), subject to the provisions of this Section 3 and Section 10 of this Agreement. Broadcaster shall have the Sole and Exclusive Commercial Radio Rights to broadcast the Games in the Hartford, Connecticut Designated Market Area (“DMA”), as defined by national ratings services including, but not limited to Nielsen. The Broadcaster agrees to use its commercially reasonable efforts to secure a network of radio stations that will carry football, men’s basketball and women’s basketball Games live to the entire state of Connecticut (the “UConn Network”). Broadcaster will produce and broadcast a pre-Game and post-Game show for each football, men’s basketball and women’s basketball Game. In addition, Broadcaster shall also produce and air a weekly coach’s show during the respective football, men’s basketball and women’s basketball seasons. (The pre-and post-Game shows and the Coach’s Show shall be referred to collectively as “Related Programming.”) In the event that a University men’s basketball Game is scheduled to be broadcast on Station WTIC-AM at the same time as a University women’s basketball Game is scheduled to be played, Broadcaster may broadcast the women’s basketball Game on Station WTIC-FM, provided that Station WTIC(AM) and WTIC-FM are commonly owned. In the event that WTIC-FM and Station are not commonly owned, Broadcaster shall use commercially reasonable efforts to cause the Game to be broadcast on another Hartford station. Broadcaster shall select and compensate the on-air talent

employed in connection with the broadcasts of the Games; provided, however, the selection of talent is subject to the University's approval, which shall not be unreasonably withheld, conditioned or delayed. The Broadcaster is responsible for travel and accommodations costs for personnel necessary to produce and broadcast the University's away Games. The University agrees, for football only, to use its best efforts to secure seating on charter aircraft for any away Games for the broadcast crew. The University will provide Broadcaster with space in the broadcast booths in the stadiums where the home Games are played to enable Broadcaster to originate, broadcast and transmit the Games and Related Programming. The University shall also use commercially reasonable efforts to assist Broadcaster in obtaining from the universities, colleges and stadium authorities with which and in which it is scheduled to play away Games such consents, rights and licenses which are necessary to enable Broadcaster to broadcast away Games, including the right of Broadcaster to use space, facilities and equipment and have access to such stadiums or arenas in which the away Games are played which are comparable to the space, facilities and equipment made available by the University for home Games.

4. **Rights Fee.**

a. In consideration of the foregoing grant of rights to the Broadcaster, the Broadcaster agrees to pay the University the following rights fees:

Years	Football	Men's Basketball	Women's Basketball
2007-08	\$24,000	\$85,000	\$65,000
2008-09	\$25,200	\$88,000	\$68,000
2009-10	\$26,400	\$88,000	\$70,400
2010-11	\$27,600	\$89,600	\$73,600
2011-12	\$27,600	\$96,000	\$80,000

The rights fees shall be payable by check to the **University of Connecticut** or by wire transfer. Payment for (a) the rights fee for football Games, (b) the fee for the corporate suite referenced in Section

9, and (c) the fee for football tickets shall be paid by December 31 of each academic year. Payment for (a) the rights fees for men's and women's basketball (b) men's and women's basketball tickets, (c) fees due under Section 5, and (d) all other fees due hereunder shall be due by May 1 of each year that this Agreement is in effect.

b. The payment schedule set forth at Section 4(a) is predicated on all of the Games being played and made available to Broadcaster for broadcast under the provisions of this Agreement. If any of the Games are not played or not broadcast as the result of (i) any "cause beyond the control of either party" to this Agreement, as defined herein, or (ii) if a Game is not broadcast because Broadcaster has determined it to be in the public interest to preempt the broadcast because of the occurrence of an event determined in Broadcaster's good faith judgment to be of greater public importance, such omission of a Game or broadcast shall not constitute a breach of this Agreement. Should Broadcaster either preempt broadcast of a Game or Games under Section 4(b) hereof or be unable to broadcast a Game or Games on the Station due to a cause beyond its control Broadcaster shall have the right to arrange for broadcast of such Game or Games on another radio station serving the Hartford, Connecticut market. A "cause beyond the control of either party" shall include an act of God; unavoidable accident; fire; lockout or strike; civil commotion; act of public enemy; any decision, order, law, rule or regulation of the NCAA or Big East Conference; act of government or government instrumentality; failure of technical facilities; or other similar act or occurrence. The omission of a Game or broadcast in either of the circumstances described in this Section 4(b) shall mean that neither party shall be entitled to damages, or to rescind, terminate or cancel this Agreement or to other legal or equitable relief by reason thereof; provided, however, that if any Game is not played or not broadcast due to a cause beyond the control of either party, the payments by Broadcaster specified at Section 4(a) hereof shall be reduced pro rata by dividing the number of Games scheduled to be played into the total season fee. Such adjustment

shall be made within ten (10) days following the final Game played by the team during the Season for which the adjustment applies.

5. **Percentage Fee.** In addition to the foregoing, the Broadcaster agrees to pay the University an annual net sales percentage fee of 10% of all Net Network Sales Revenues in excess of \$100,000 for each sport each year that this Agreement is in effect.

Two months prior to the beginning of each season, the Broadcaster shall provide an advertising format to the University as mutually agreed upon by both parties. Net Network Sales Revenues as used herein shall be defined as the gross revenues received by Broadcaster for commercial time in the Games that will air on all stations included in the UConn Network less advertising agency commissions incurred by the Broadcaster for such spots. The University's internal auditors shall have the right to review Broadcaster's books and records with respect to the fees due hereunder upon reasonable notice to Broadcaster, no more than once per year.

6. **Coach's Show:** The Broadcaster shall pay the University \$900 per Show for the Coach of each team to record a pre-Game show prior to each Game that it broadcasts. All checks shall be payable to the **University of Connecticut** and delivered to the office of the University's Director of Athletics by May 1 each year that this Agreement is in effect.

7. **Advertising Spots.** The Broadcaster shall supply the University with a copy of its listing of advertisers (planned log) before the first Game of each season, indicating network and local spots. Such log shall be subject to mutual agreement between the University and the Broadcaster.

The University shall receive, without charge, eight (8), thirty-second spots (or an equivalent number of sixty-second spots) in each broadcast of football, men's basketball and women's basketball Games, to be used or sold at the University's discretion. Of the four minutes of spot time provided to University, one minute shall air during the pre-Game show, two minutes shall air during the Game broadcast (one minute during the first half and one minute during the second half) and one minute shall air during the post-Game show. All other advertising spots shall be used or sold by the Broadcaster. The University shall also receive, free of charge, airtime on WTIC-AM each year this Agreement is in effect for the sole purpose of promoting the University or University programs. Said air time shall be valued at prevailing rates and shall have a value of \$50,000.00 in 2007-08 and 2008-09; a value of \$55,000.00 in 2009-10 and 2010-11; and a value of \$60,000.00 in 2011-12. Trade spots will be aired at

times mutually agreed upon by both parties. All advertising spots used or sold by the University shall comply with all policies and procedures of the Broadcaster with respect to the broadcast of commercials. Broadcaster will not permit advertising for sports gambling tout services to air during any Game or Related Programming.

8. **Promotional Elements.** The University will provide the Broadcaster with the following promotional elements:

Electronic Scorer's Table Signage

- a) WTIC (or affiliated CBS stations) messages to displayed on electronic scorer's table message center at least one time per half during all men's and women's basketball Games at Gampel Pavilion and Hartford Civic Center
- b) Signage display subject to BIG EAST Conference policies. Signage will not be displayed during Games televised by CBS Sports or tournament Games controlled by outside entities (i.e., NIT or NCAA events).
- c) WTIC may only utilize the signage to promote its stations; cannot be used to promote WTIC sponsors, third-parties or promotional tie-in events (concerts, etc.)

Out-of-Town Scores Sponsorship on Video Board

- d) WTIC will sponsor the in-Game out-of-town scores video board feature at all home football, men's basketball and women's basketball Games
- e) WTIC logo will appear in conjunction with this sponsorship

Game Sponsorship – Men's and Women's Basketball

- f) WTIC will be Game sponsor of one selected men's basketball Game and one selected women's basketball Game each season
- g) Right to produce (at WTIC's expense) a sponsored giveaway item to 10,000 fans per Game
- h) For Gampel Pavilion Games, WTIC will receive 30 complimentary tickets
- i) For Hartford Civic Center Games, WTIC will receive 50 complimentary tickets
- j) Right to host pre-Game reception at WTIC's expense

Corporate Football "Teammate"

- k) 100 complimentary tickets per Game (secondary location) to utilize for promotional purposes (on-air giveaways, etc.)
- l) WTIC video spot shown at least once at each football Game
- m) Right to attend a Husky football road trip – 2 guests for one selected Game
- n) Up to 6 WTIC guests may attend one football practice per season
- o) Right to host pre-Game catered tent party at Rentschler Field at WTIC's expense
- p) WTIC banner in end zones at Rentschler Field during each Game

WTIC Live Pre-Game Tailgate Show

- q) Exclusive live football pre-Game tailgate show at each home Game featuring WTIC's personalities

FanFest Participation

- r) WTIC (and its affiliated CBS radio stations) will have the exclusive right to participate in Rentschler Field/UConn Football pre-Game FanFest activities.

Co-Sponsorship of Various Promotional Events (with UConn approved partners; events may be substituted if necessary)

- s) Men's Basketball Midnight Madness
- t) Women's Basketball SuperShow
- u) Football Blue-White Scrimmage
- v) Men's Soccer SoccerFest
- w) Women's Soccer SoccerFest

Complimentary season tickets for promotional purposes

- x) Men's Basketball at Gampel Pavilion – 4
- y) Men's Basketball at Hartford Civic Center – 8
- z) Women's Basketball at Gampel Pavilion – 4
- aa) Women's Basketball at Hartford Civic Center – 8
- bb) Football – 8
- cc) Men's Soccer – 8
- dd) Women's Soccer – 8

In return for these promotional elements, the Broadcaster shall provide the University with air time, to be used or sold by the University for Promotional Announcements, which shall be valued at prevailing rates and have the following annual values:

2007-08	\$450,000
2008-09	450,000
2009-10	500,000
2010-11	500,000
2011-12	500,000

Promotional spots shall be aired at times mutually agreed by both parties.

9. **Tickets**. During the term of this Agreement, the Broadcaster will purchase a minimum of one hundred twenty (120) full-priced season tickets for home football Games for each year. Seventy-six (76) of these tickets shall be seats with chair backs and forty-four (44) shall be for Preferred Section Seats. Broadcaster shall lease a corporate suite at Rentschler Field at a rate of \$39,000 per year subject to a mutually-agreeable suite lease agreement. Broadcaster shall also have the right to purchase up to thirty (30) full-priced season tickets in the Harry A. Gampel Pavilion and seventy (70) full-priced season tickets in the Hartford Civic Center for the University's home regular season men's basketball Games. In addition, Broadcaster shall have the right to purchase up to fifty (50) full-priced season tickets for all of the University's home regular season women's basketball Games played in the Harry A. Gampel

Pavilion and seventy (70) full-priced season tickets for home regular season women's basketball Games played in the Hartford Civic Center. If Broadcaster wishes to purchase less than the maximum number of tickets for home regular season men's or women's basketball Games, Broadcaster shall inform University of the number of tickets it desires to purchase no later than September 1st of each year during the Term. For post-season basketball events, the Broadcaster will be entitled to purchase up to four (4) tickets for any post-season Game in which the University participates. Broadcaster may request to purchase additional tickets if such tickets are available. University will make its best efforts to provide Broadcaster with additional tickets. In addition, University shall provide to Broadcaster thirty (30) complimentary parking passes for home football Games and twelve (12) complimentary parking passes for each men's and women's basketball Game played at Gampel Pavilion each year.

10. **Preemption.** The Broadcaster will broadcast football, men's basketball and women's basketball Games as specified in Section 3 on a live basis in their entirety. The broadcasts of the Games shall not be preempted except as set forth in Section 4(b).

11. **Line Charges.** Any and all costs associated with all broadcasts, including, but not limited to phone line charges ("line charges") associated with Game broadcasts, shall be the responsibility of the Broadcaster. Broadcaster agrees to comply with applicable policies of the Big East Conference with respect to line charges. Broadcaster acknowledges that under such policies for basketball Games, the broadcaster for all home Games is responsible for line charges for the home and visiting teams.

12. **Display.** During the term of this Agreement, Broadcaster shall be entitled to install and display a 3' X 5' foldable banner in front of the broadcast position at each home football, men's basketball and women's basketball games and, as available, at away Games as permitted by the host institution NCAA and Big East Conference rules.

13. **Copyright.** The Broadcaster shall own the copyright for all commercial radio broadcasts of the University's football, men's basketball and women's basketball games during the term of this Agreement.

14. **Post-Season Games/In-Season Tournaments.** The Broadcaster shall broadcast all post-season football, men's basketball and women's basketball Games as well as in-season certified basketball tournaments in which the University's teams participate provided that such games do not conflict with other games Broadcaster is required to broadcast hereunder and that the parties mutually agree regarding the fees and costs to be paid by Broadcaster in connection with such broadcasts. In the event of a conflict between the broadcast of men's and women's basketball post-season games, as reflected in Section 3, Broadcaster shall carry any women's basketball game on Station WTIC-FM, provided that Station WTIC-FM is commonly owned. If Station WTIC-FM is not commonly owned, Broadcaster shall use commercially reasonable efforts to cause another Hartford radio station to broadcast such conflict Game. If the Broadcaster is required to pay any fee to obtain the broadcast rights to a post-season Game or an in-season certified basketball tournament Game, such fee will be the responsibility of the Broadcaster. If, and only if, a rate for the broadcast of such post-season Games or in-season certified basketball tournament Games has not been determined by the sponsoring organization, a rate will be mutually agreed upon by the parties, provided that reasonable terms can be negotiated concerning all rights fees and costs, which will be the responsibility of the Broadcaster.

15. **Donations.** The Broadcaster will contribute the following amounts as donations to the University of Connecticut Athletic Development Fund (UCADF) for each year of this agreement.

2007-08	\$32,000
2008-09	\$38,000
2009-10	\$45,000
2010-11	\$46,000

2011-12

\$46,000

Broadcaster shall receive all benefits afforded to the appropriate level of membership for each year of contribution. Payment shall be made directly to UCADF prior to May 1st of each year of this Agreement with the first payment due May 1, 2008.

16. **Program Advertisement.** The Broadcaster agrees to purchase a full-page advertisement in the UConn Club annual awards dinner program at the rate of \$3,000/year for each year of this Agreement. Broadcaster also agrees to contribute an auction prize selected in its sole discretion for the UConn Club Annual Auction in each year of this Agreement.

17. **Exclusivity.** The University's Division of Athletics will recognize the Broadcaster as the sole and exclusive sponsor of the Games and Related Programming in the radio category. Exclusivity for this category shall preclude the University from arranging sponsorship of any of the Games, the Related Programming, and any events related thereto or other joint promotional activities with any other radio station; provided, however, the University may engage in ticket promotional activities with other radio stations mutually agreed upon by both parties. Approval will not be unreasonably withheld. The parties agree that if the University desires to purchase radio or Internet advertising to promote its athletic programs, it will offer such advertising to Broadcaster prior to purchasing advertising time on any other radio station or on the Internet. If Broadcaster does not submit a proposal for such advertising or if the University, in its sole discretion, deems Broadcaster's proposal to be unfavorable, the University shall have the right to purchase advertising on another radio station or on the Internet.

18. **Logos and Marks; Written Materials.**

a. Broadcaster agrees that it will not utilize the University's marks or logos in any venture without the University's prior written approval; provided, however, that Broadcaster shall have the right to use such marks and logos to promote its broadcasts of the Games and the Related Programming and the Games without obtaining University's prior approval.

b. University shall supply Broadcaster with player information, biographies, statistics and other written materials concerning the teams as Broadcaster may reasonably request to enhance Broadcaster's ability to produce, broadcast and distribute the Games and Related Programs, and University will assist Broadcaster to the fullest extent in arranging interviews with players, coaches, and other team personnel for pre-, post-Game and half-time shows.

19. **Tapes.** The University shall receive duplicates of recordings of the Games for promotional use, as needed, and with the consent of Broadcaster, which shall not be unreasonably withheld, for merchandising use, at no cost. During the term of this Agreement and any extensions or renewals thereof, Broadcaster shall have the exclusive right to use such tapes or other aural recordings, or excerpts therefrom, in radio broadcasting and on the Internet, which uses may include but shall not be limited the following: (i) in delayed broadcasts of the Games; (ii) for file, reference, audition, sales promotion, highlight show and publicity purposes; (iii) in news, sports or entertainment programming on radio stations owned by Broadcaster or its affiliated entities or the websites of such stations; or (iv) to furnish excerpts to other stations, subject to any restrictions that may be imposed by the NCAA.

20. **Assignment/Subcontracting/Sale.** Neither the University nor the Broadcaster may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided, however, that the Broadcaster shall be permitted to assign this Agreement to an entity that is controlling, controlled by or under common control with Broadcaster or to an entity that purchases substantially all of Broadcaster's assets or stock without obtaining the University's prior consent. The parties agree that in the event the University agrees to enter into an agreement with a third party that relates to the production of or broadcast rights for any Games covered by this Agreement it may seek Broadcaster's consent to assignment of this Agreement to such third party in accordance with this Section 20. The University agrees that Broadcaster would have no obligation to consent to such assignment unless the third party agrees to assume all of University's obligations hereunder and Broadcaster receives the opportunity to negotiate with the University and any third party to modify this Agreement to reflect the involvement of a third party and that University, Broadcaster and the third party conduct such negotiations in good faith.

21. **Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut.

22. **Statutory Authority.** The University of Connecticut is authorized to enter into this contract, pursuant to Connecticut General Statutes §§ 10a-104, 10a-108 and 10a-151b.

23. **NCAA Requirement.** The NCAA requires that the following language be included in this Agreement:

NCAA Bylaw 6.4.2. mandates that the University of Connecticut inform all individuals and organizations who receive benefits or privileges relating to the institution's athletics program that these benefits and privileges will be withheld if the individual(s) or organization(s) receiving such benefits or privileges have engaged in conduct that is determined to be in violation of NCAA legislation.

24. **Amendment.** No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representative of each party.

25. **Waiver.** A waiver by either the Broadcaster or the University of any of the terms and/or conditions of this Agreement shall not be deemed to be a waiver of such term or condition for the future, or of any subsequent breach of the Agreement.

26. **Notices.** All notices required by this Agreement shall be in writing and sent to the regular business addresses of the parties as they may be designated by the parties. For the Broadcaster, the party shall be its Vice President and General Manager; for the University, the party shall be its Director of Athletics.

27. **Invalidity.** This Agreement or unenforceability of any provision of this Agreement shall not effect the validity or enforceability of any other provision of this Agreement.

28. **Non-Discrimination.** Contractor agrees to comply with the provisions of Sec. 4a-60 of the Connecticut General Statutes: Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted

efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

b. (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as they relate to the provisions of this section and section 46a-56. If the Contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such

provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. subsection 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

g. The Contractor agrees to follow these provisions: The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the general statutes.

h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Contractor agrees to comply with the provisions of Sec. 4a-60a of the Connecticut General Statutes:

a. The Contractor agrees to the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each

regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f) of the General Statutes.

b. The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. (c) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

29. **Governor Executive Orders.** This Agreement is subject to the provisions of:

a. **Executive Order No. Three** of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

b. **Executive Order No. Seventeen** of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The Parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

c. **Executive Order No. Sixteen** of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that:

(1) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b).

(2) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(3) The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(4) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.

(5) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

d. **Executive Order No. 7C** of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

(1) The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

(a) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or

(b) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(2) For purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(3) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

30. **State Election Enforcement Commission (SEEC) Campaign Contribution Ban.** For

all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections

Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 (below):

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

31. **Termination.** If either party materially defaults in the performance of any of its obligations hereunder, and such failure or default is not remedied within thirty (30) days after written notice from the nondefaulting party of such failure or other default, in addition to any other rights it

may have for damages or otherwise, the nondefaulting party may terminate this Agreement by written notice to the defaulting party.

32. **Claims Against The State.** The contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

33. **Entire Agreement.** This Agreement contains the entire understanding and supersedes any and all prior agreements, arrangements and understandings of the parties concerning its subject matter.

BROADCASTER
CBS RADIO STATIONS INC.

UNIVERSITY
THE UNIVERSITY OF CONNECTICUT

Don Bouloukos
Senior Vice President

Lorraine M. Aronson
Vice President/Chief Financial Officer

Date: _____

Date: _____

Jeffrey A. Hathaway
Director of Athletics

Date: _____

STATUTORY AUTHORITY:
10a-104, C.G.S.; 10a-108, C.G.S.

APPROVED AS TO FORM:

William B. Gundling
Associate Attorney General

Date: _____



REQUEST FOR PROPOSAL

for

**University of Connecticut
Division of Athletics**

**Athletic Marketing/
Media Property and Sponsorship Rights**

RFP# KJ012508

Issue Date: January 25, 2008

Pre-Proposal Conference: Tuesday, February 12, 2008 @ 10:00 AM (EST)

Proposal Due Date: Friday, February 29, 2008 @ 2:00 PM (EST)

Kathleen Joy
Assistant Director, Purchasing
University of Connecticut
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051
Email: kathleen.joy@uconn.edu

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Organization of RFP: This RFP is organized as follows:

Preface:

<i>Section 1</i>	<i>Definitions</i>
<i>Section 2</i>	<i>Introduction</i>
<i>Section 3</i>	<i>Proposal Terms and Conditions</i>
<i>Section 4</i>	<i>Terms and Conditions</i>
<i>Section 5</i>	<i>Statement of Work/Background/Requirements</i>
<i>Section 6</i>	<i>Technical Specifications for Marketing / Media Sponsorship and Property Rights, Current Contracts and Available Inventory</i>
<i>Section 7</i>	<i>Compensation Plan Sheet – Athletic Marketing / Media Property and Sponsorship Rights</i>
<i>Section 8</i>	<i>Information Required From Respondents</i>
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<i>Section 10</i>	<i>References</i>
<i>Section 11</i>	<i>Form of Proposal</i>
<i>Section 12</i>	<i>Vendors Qualification Statement</i>
<i>Section 13</i>	<i>Directions</i>

Attachments:

- State Ethics Policy
- Contract Compliance Regulations
- Bidder Contract Compliance Monitoring Report
- SEEC Form 11
- Non-Discrimination Certification

Affidavits:

- Form 1 – Gift and Campaign Contribution Certification
- Form 5 – Consulting Agreement Affidavit
- Form 6 – Affirmation of Receipt of Summary of State Ethics Laws

Section 1 Definitions

- 1.0** "Campus" means University of Connecticut Storrs Campus, including but not limited to any and all athletic facilities, business offices, student facilities, including residence halls, University owned apartments, classrooms, restaurants, concession stands, snack bars, convenience stores and dining halls, in any and all other buildings or facilities which currently comprise the campus of the University of Connecticut, or which may be acquired or constructed during the term of the anticipated Contract and which are operated by, or directly in conjunction with, the University.
- 1.1** The word "University", or "UCONN", or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut, as well as its satellite campuses.
- 1.2** "Bidder", "Contractor", "Offerer", "Proposer", "Vendor", "Supplier", "Firm" and "Respondent" refer to a Company responding to this Proposal, or multiple companies submitting a joint proposal.
- 1.3** "RFP" is the abbreviated reference to Request for Proposal.
- 1.4** Request for Proposals (RFP) is defined as a competitive procurement process which helps to serve the University's best interests. It also provides vendors with a fair opportunity for their services to be considered. The RFP process being used in this case should not be confused with the Request for Quotation (RFQ) process. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determining factor. With RFP's however, price alone is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship. This RFP states the instructions for submitting proposals, the procedure and criteria by which a vendor will be selected, and the contractual terms by which the University proposed to govern the relationship between it and the selected vendor.

Section 2 Introduction

- 2.0** **Scope:** The University of Connecticut is seeking proposals from experienced and qualified firms for the purpose of entering into an Intercollegiate Athletics Marketing/Media Property and Sponsorship Rights Agreement.

It is the University's intent to make a single exclusive award as a result of this RFP. However, the University will reserve the right to make multiple awards if it is deemed by the University to be in the University's best interests to do so.

The expectations and rights of each party should be anticipated, identified and reviewed at the outset and throughout the Athletic Marketing/Media Property and Sponsorship Rights Agreement to create and continue a positive, productive and lasting relationship.

- 2.1** **General:** The University anticipates an Athletic Marketing/Media Property and Sponsorship Rights Agreement which is expressly conditioned upon the performance of the Athletic Marketing/Media Property and Sponsorship Rights supplier's obligations and commitments as identified in the anticipated agreement.

- 2.2** **Term of Contract:** The initial term of any contract resulting from this RFP will be for five (5) years, from date of award through June 30, 2013. By mutual written agreement of both parties, resultant contract may be extended for one (1) additional five(5) year term or parts thereof. Such intent to renew shall be conveyed to the firm in writing no later than one hundred and twenty (120) days prior to the effective date.

Section 3
Proposal Terms and Conditions

3.0 The anticipated Athletic Marketing/Media Property and Sponsorship Rights Contract will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Contract. The failure of any respondent to receive or examine any contract, document, form, addenda or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Athletic Marketing/Media Property and Sponsorship Rights Contract.

3.1 **Specifications:** The specifications in Sections 5 and 6 must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Proposers must use the RFP numbering scheme in their response to allow for efficient evaluation.

3.2 **Estimated Timetable:**
The following schedule will apply to this RFP.

Release of RFP	1/25/2008
Pre-proposal Conference	2/12/2008 @ 10:00 AM (EST)
Cutoff date for Inquiries	2/18/2008
Submission of RFP Due	2/29/2008 @ 2:00 PM (EST)
Proposer Presentations (if necessary)	TBD (To Be Determined if necessary)
Anticipated Award Date	6/1/2008

3.3 **Inquiries:**
Direct all inquiries relative to the conditions and specifications listed herein to:

Kathleen Joy
Assistant Director
University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051
Email: kathleen.joy@uconn.edu

3.4 **Submission Format:** The following process so described is intended to ensure that all proposers have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from the Purchasing Department of the University of Connecticut.

In all cases, no verbal communication will override written communications and only written communications are binding.

- 3.4.1** The RFP document shall include the following documents:
- An original and ten (10) complete copies of your proposal response
 - An exact copy of the "Form of Proposal"
 - A point-by-point response to all terms and conditions in this RFP document, specifically Sections 3 - 9
 - A completed "Bidder Contract Compliance Monitoring Report"
 - Section 10, List of References
 - All required, original signed and notarized Affidavits (See Section 4.7.11)
 - Signature Authorization Documentation (See Section 4.7.12)

The above information must be submitted with all proposals submitted, or proposal will be rejected as non-compliant.

An original and ten (10) copies of the proposal must be submitted in a sealed envelope to:

University of Connecticut
Purchasing Department
Attention: Kathleen Joy
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

Reference RFP No. KJ012508
“Athletic Marketing/Media Property and Sponsorship Rights”

On or before 2:00 p.m. (EST) on February 29, 2008

*****IMPORTANT NOTE*****

Any RFP proposal received after the date and time indicated above will not be considered for award and will be returned to the Vendor.

3.4.2 Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. Faxed or electronically transmitted proposals will not be accepted.

3.4.3 Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. No fewer than an original and ten (10) copies of the proposal shall be submitted. Additionally, to facilitate photocopying, if needed, proposals must be three- (3) hole punched and submitted in three ring, loose leaf binders.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific section number. All proposals must be submitted in a sealed envelope and labeled. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

E-mail or electronic attachments are not acceptable means of submitting a proposal and will be rejected as non-conforming. If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated above. Packages delivered by express mail to other locations might not be re-delivered to the appropriate address in time to be considered.

Proposals that do not substantially conform to the contents of the proposal request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

- 3.4.4 All required signatures must be affixed in Sections 11 and 12, Bidder Contract Compliance Monitoring Report and the required Affidavits.
- 3.4.5 At the specified time stated in 3.4.1 above, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the responses, only the names of the respondents will be read as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are, however, welcome to attend the proposal opening.
- 3.4.6 Confidential Information: Proposals are treated as confidential by the University until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information which it believes is exempt from disclosure under the Act, which respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

3.5 **Pre-Proposal Conference:** A pre-proposal conference will be held as stated below. The purpose of the conference is to provide an opportunity for questions and answers as required to clarify terms, conditions or specifications of the Request for Proposal.

Date/Time: Tuesday, February 12, 2008 @ 10:00 AM (EST)
Location: University of Connecticut, Purchasing Department
 2nd Floor Bid Room, 3 North Hillside Road, Storrs, CT

Interested firms are **strongly encouraged** to attend (at their own expense) the pre-proposal conference.

Any firm planning to send a representative should contact Kathleen Joy in the Purchasing Office (see Section 3.3) by Friday, February 5, 2008.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the proposer's overall qualifications.

3.6 **Completed RFP's:** Each Proposer must respond to, and be capable of, supplying all services outlined in the RFP specification.

3.7 **RFP Status and Submission Information:**

3.7.1 **RFP Acceptance/Rejection:** The University reserves the right to cancel this RFP, to reject any or all proposals received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed in the best interest of the University. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected proposer exists or after the University has rejected all proposals.

3.7.2 **RFP Submittals:** Any exceptions and/or alternates must be stated in the response to the RFP. Failure to provide required data to allow for evaluation of the RFP or failure to complete the accompanying documents may be grounds for rejecting the RFP.

Further, the University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP. Further, this RFP creates no obligation on the part of the University to award a contract. The company's proposal will represent its best and final offer.

- 3.7.3** Effective Period of Proposals: The proposals submitted must remain in effect for a minimum period of one hundred and twenty (120) days after the closing date to allow time for evaluation, approval and award of the contract.
- 3.7.4** Minor Defects: If, during the evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all bidders, and all proposals will be re-evaluated in light of the change.
- 3.7.5** Withdrawal of Proposals: A proposal shall not be modified, withdrawn or canceled by the bidder for a period of one hundred and twenty (120) days following the date and time assigned for the receipt of proposals.

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 3.3, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 3.4.1 provided they are then fully in conformance with these terms and conditions.

- 3.7.6** Sales Tax Exemption: The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the contractor's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplies pursuant to this Agreement.

- 3.8** Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP. Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized Respondent representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response.

3.9 Pre-Award Presentations and Negotiations:

- 3.9.1** Pre-Award Presentations: As a part of the evaluation process, the University may require, but is not obligated to, presentations from one or more of the highest ranked vendors. If a proposer is requested to make a presentation, the proposer will make the necessary arrangements and bear all costs associated with the presentation.
- 3.9.2** Award Negotiations: Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the vendor's over all qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, the University may elect to conduct negotiations with one or more of the highest ranked vendors for purposes which include:

- 3.9.2.1 Resolving minor differences and informalities
- 3.9.2.2 Clarifying necessary details and responsibilities
- 3.9.2.3 Emphasizing important issues and points
- 3.9.2.4 Receiving assurances from vendors
- 3.9.2.5 Exploring ways to improve the final contract

3.10 **Formation of Agreement:**

- 3.10.1 At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected respondent:
 - 3.10.1.1 Accept a proposal as written by issuing a written "Notice of Award" to the selected respondent which refers to this RFP and accepts the proposal as submitted; or
 - 3.10.1.2 Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement which will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.
- 3.10.2 The response to this RFP will be considered an offer to contract. Because the University may use the alternative described in paragraph 3.10.1.2 above, each respondent should include in its written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.
- 3.10.3 The University reserves the right to award a contract not based solely on the firm with the lowest cost, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.
- 3.10.4 It is mutually agreed by and between the University and the firm that acceptance of the firms offer by the issuance of a purchase order and co-signed agreement create a contract. The agreement will contain all the specifications, terms and conditions in this RFP. **The University's agreement format has been included for your review (See Section 9). If there are exceptions to be taken, these must be included in your proposal response.**
- 3.10.5 The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

Section 4 Terms and Conditions

The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Vendors are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

- 4.0 Contract Status:** The response to this RFP will be considered an offer to contract. Final negotiations on the lowest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, an acceptance of the proposal offer will be issued by the University in accordance with paragraph 4.1 below.
- 4.1 Contract Format:** The resulting contract will incorporate this RFP, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents signed by both parties will constitute the final contract.
- 4.2 Contract Termination for Cause:** The University may terminate any resulting contract for cause by providing a Notice to Cure to the Athletic Marketing/Media Property and Sponsorship Rights Contractor citing the instances of noncompliance with the contract.
- 4.2.1** The Athletic Marketing/Media Property and Sponsorship Rights Contractor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- 4.2.2** If the Athletic Marketing/Media Property and Sponsorship Rights Contractor and the University reach an agreed upon solution, the Athletic Marketing/Media Property and Sponsorship Rights Contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 4.2.3** If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Supplier, the University reserves the right to terminate the agreement.
- 4.2.4** If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
- 4.3 Contract Modification:** All requests for changes must be in writing on letterhead and submitted to the Purchasing Department. All changes to the contract must be agreed to in writing by both parties prior to executing any change; this applies to all price changes.
- 4.4 Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.
- 4.5 Notification of Selected Athletic Marketing/Media Property and Sponsorship Rights Contractor:** It is the University's intention to review proposals, complete contract negotiations and execute an Athletic Marketing/Media Property and Sponsorship Rights Contractor Agreement in June 2008. All vendors will receive written notification of this action after the University of Connecticut Purchasing Department has approved the selection, the Attorney General's Office has approved the agreement and the University of Connecticut Board of Trustees has approved the contract.
- 4.6 Indemnification Requirements:**
- 4.6.1 Hold Harmless:** The proposer agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any

damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other person subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The contractor agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

- 4.6.1 Liens: The successful Athletic Marketing/Media Property and Sponsorship Rights Contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the Intercollegiate Athletic Apparel, Footwear, Equipment and Accessories Supplier.
- 4.6.2 Choice of Law and Venue: The terms and provisions of this RFP and any contract(s) resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.
- 4.6.3 Actions of the Athletic Marketing/Media Property and Sponsorship Rights Contractor: The actions of the successful Athletic Marketing/Media Property and Sponsorship Rights Contractor with third parties are not binding upon the University. The Athletic Marketing/Media Property and Sponsorship Rights Contractor is not a division of the University, partner or joint venture of/with the University.

4.7 Standard Terms and Conditions:

- 4.7.1 Federal, State and Local Taxes, Licenses and Permits: The successful vendor will comply with all laws and regulations on taxes, licenses and permits.
- 4.7.2 Waiver of Rights: No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.
- 4.7.3 Prior Course of Dealings: The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 4.7.4 Contract Provisions by Reference: It is mutually agreed by and between the University and the vendor that the University's acceptance of the vendor's offer by the issuance of an **Athletic Marketing/Media Property and Sponsorship Rights Contractor Agreement** shall create a contract between the parties thereto containing all specifications, terms and conditions in the Request for Proposal except as amended in the Agreement. Any exceptions taken by the vendor which are not included in the Agreement will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by a vendor, the terms and conditions of this Request for Proposal and Agreement will govern.
- 4.7.5 Warranty: The manufacturer's standard warranty shall apply. The vendor warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and agrees to replace defective items promptly and at no charge to the University. If the vendor knows of the University's intended use, the vendor warrants that the goods or services are suitable for the intended use.
- 4.7.6 Ethical Considerations: The proposing vendor must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University

officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.

- 4.7.7** Executive Order No. 3: This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
- 4.7.8** Executive Order No. 17: This Contract is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- 4.7.9** Executive Order No. 16: This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that
- (a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):
 - (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
 - (c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
 - (d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.
 - (e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

4.7.10 Executive Order No. 7C

This Contract is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to this Contract, as part of the consideration hereof, agree that:

(a) The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

- (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the Conn. Gen. Statutes or
- (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c) Notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-252, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

4.7.11 Mandatory Affidavits: The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell.

The University will require the applicable mandatory affidavits to be completed by the Vendor at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

Your proposal response must include the following original, notarized affidavits to be considered compliant:

- **Form 1 – “Gift and Campaign Contribution Certification”**
- **Form 5 – “Consulting Agreement Affidavit”**
- **Form 6 – “Affirmation of Receipt of Summary of State Ethics Laws”**

4.7.12 Signature Authorization Documentation:

Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal.

- If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
- Documentation must clearly state when and how such authorization was given.

- Documentation must state that the authorization is still in full force and effect.
- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- Samples and further information are on the University of Connecticut contract web page: <http://psa.uconn.edu/corpres.html>

4.7.13 SEEC Requirements:

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11].

4.7.14 Whistleblower Protection:

In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

4.8 Responsibilities of the Athletic Marketing/Media Property and Sponsorship Rights Contractor:

4.8.1 Observing Laws and Regulations: The vendor shall keep fully informed of and shall faithfully observe all laws, federal and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

4.8.2 Representations: Each firm, by submitting a proposal, represents that it:

4.8.2.1 Has read and completely understands the proposal documents.

4.8.2.2 Is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

4.9 Repairs to Property Damage: Existing facilities damaged during delivery and/or service by the the vendor, the vendor's agents or employees, shall be repaired to the satisfaction of the University. All repairs shall be accomplished at no cost to the University.

4.10 Delivery Requirements: The University is in the midst of an ambitious, campus-wide building campaign which has resulted in the closing and/or relocation of roads and driveways through the Storrs campus, often times resulting in traffic congestion and making access to buildings and parking at the University difficult. To safeguard the students, faculty and staff, as well as the aesthetic beauty of the University, all Proposers are reminded that the following rules and considerations will be required when making deliveries to any University of Connecticut campus:

- Driving speeds on campus must be kept at a maximum of 25 mph to ensure maximum safety. **Pedestrians have the right of way at all times.**

- All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the amount of construction and pedestrians on campus.
- Driving on sidewalks, unless otherwise posted, is forbidden. Violators will be ticketed and chronic violators may be barred from doing business with the University. In those areas where sidewalk driving is permitted and required, drivers must employ adequate skills so as to avoid driving on adjacent green spaces.
- It is preferable that deliveries to any facility loading dock be made utilizing a maximum sized 24', 6-wheel saddle truck. To facilitate other deliveries, it is imperative delivery trucks have the capability to off load large quantities (pallets) in short periods of time. Commissary warehouse deliveries must be limited to a maximum of 50 cases delivered by saddle truck only.

4.11 Parking Guidelines:

Parking Services Information
 University of Connecticut
 Parking & Transportation Services
 3 North Hillside Road, Unit 6199
 Storrs, CT 06269-6199

Phone: (860) 486-4930

Fax: (860) 486-0191

The following rules and regulations provide guidance and information when bringing a vehicle onto the University of CT Storrs Campus. These policies follow Connecticut State Statute 10A-139 and are intended to provide control and availability of campus parking. All students, employees, vendors, visitors, contractors, etc., who park a motor vehicle on campus are subject to these rules and regulations.

It is the responsibility of all individuals operating a motor vehicle on campus to be aware of and abide by the parking policies contained in this literature. Operating a vehicle on campus is deemed evidence of the vehicle operator's acceptance and understanding of these policies.

Parking on the Storrs campus is strictly regulated and is allowed only in paved, lined areas. Parking on lawns, grounds, or sidewalks is strictly prohibited. Parking during the hours of 7AM and 5PM, Monday through Friday is by permit only. Some areas are restricted beginning at 5AM or for 24 hours (as posted). Violators will be ticketed and are subject to towing.

Parking in the North and South Garage is available for vehicles for a daily fee. There is no overnight parking available in the garages.

The Storrs campus is primarily a pedestrian campus. All motor vehicles must stop for pedestrians in crosswalks according to Connecticut State law. The maximum speed limit on campus is 25MPH. The maximum speed in all parking lots is 10MPH. These limits are in effect 24 hours per day.

Parking on campus is in high demand. Anyone who can avoid bringing a vehicle to campus should do so. The use of carpools and public transportation is encouraged. A shuttle service is operated to serve the University of Connecticut at Storrs and surrounding areas. This shuttle is free to UConn students, employees, and visitors. For information on shuttle services and schedules, call Transportation at (860) 486-1448.

Visitor Parking

It is the responsibility of the host/hostess to inform guests of the University's parking regulations. Visitors to campus are directed to park in either the metered areas (not to exceed 45 minutes) or a parking garage. For information about parking garage rates and hours, [click here for North Garage](#) or call (860) 486-6267; [click here for South Garage](#) or call (860) 486-9088.

Load Zones

Load zones are restricted to loading and unloading of materials and are limited to 15 minutes 24 hours per day, unless otherwise posted. Four-way flashers must be left on to indicate loading. Notes left on vehicles will not be accepted. Vehicles cannot be parked in load zones overnight or on weekends.

<http://www.park.uconn.edu/Parking2.html>

4.12 Insurance: Within 10 days of notification of award the successful firm must provide a certificate of insurance that indicates coverage naming the University of Connecticut as additional insured and indicating coverage for a minimum of:

4.12.1 Workers Compensation and Employers' Liability:

Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee and \$500,000 disease-policy limit.

4.12.2 Commercial General Liability:

\$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

4.12.3 Automobile Liability:

\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, leased, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

4.12.4 Minimum Scope of Insurance:

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be provided to the University of Connecticut, Purchasing Department. The University of Connecticut shall be named as Additional Insured for liability coverage required under this document. The Contractor's insurer shall have no right of recovery of subrogation against the University of Connecticut and the Contractor's insurance shall be primary coverage. The Certificate Holder Box shall read: University of Connecticut, 3 North Hillside Road, Storrs, CT 06269-6076.

4.13 RFP Evaluation:

4.13.1 RFP Evaluation Criteria: The award of an Athletic Marketing/Media Property and Sponsorship Rights Contractor Agreement will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

The award shall be made to the most responsive proposer offering the best value and with the highest total matrix scores as determined by the University. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the vendor's response to the following criteria:

4.13.1.1	The amount of financial compensation to the University.	45 Points
4.13.1.2	Account references and past performance.	30 Points
4.13.1.3	General Manager and organizational structure.	10 Points
4.13.1.4	Implementation plan.	10 Points
4.13.1.5	Compliance with the requirements and specifications contained herein.	5 Points

Total Maximum Points Available: 100

- 4.13.2** As part of its proposal review, the University may request and consider presentations, review of references and supplier representatives.
- 4.13.3** Presentations: The University reserves the right, but is not obligated, to request and require that a vendor provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No vendor will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other vendor. Vendors shall bear all costs associated with their presentation.
- 4.13.4** Review of References: All offers shall include at least five (5) references similar in size and scope to the University. Note that the University's preference is institutions at the NCAA Division I-A level. Please include name, title, telephone number and email address of a contact person at each institution/organization. **Reference checks will be performed electronically: please notify your references of this future electronic transaction.**
- 4.13.5** Supplier Representatives: Vendor must identify the individuals it anticipates will be assigned to the University account. Provide names, titles and a brief resume of each individual. In addition, include a description of the responsibilities, certifications and training of each of those individuals. The University reserves the right to conduct interviews with identified supplier representatives as a part of its evaluation process.
- 4.13.6** The University will include in its evaluation: proposals, presentations, if requested, references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. The University will be the sole judge of the suitability of the proposed vendor.
- 4.13.7** Proposal Qualification Data: If necessary to evaluate vendor qualification, vendor may be requested to furnish information on the following items:

- 4.13.7.1 Financial resources.
- 4.13.7.2 Personnel resources.
- 4.13.7.3 Executives and key person resumes.
- 4.13.7.4 Ability to meet delivery and service schedules.
- 4.13.7.5 Ability to meet specifications quality requirements.

4.13.8 Requests for Clarification by Vendors: Any vendor may request that the University clarify any information contained in this Request for Proposal to establish an Athletic Marketing/Media Property and Sponsorship Rights Contractor Agreement. All such requests must be made in writing to:

Kathleen Joy
Assistant Director, Purchasing
University of Connecticut
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051
Email: kathleen.joy@uconn.edu

The University will provide a written response to all written requests for clarification within five (5) business days after its receipt of such request. The University will not respond to any request for clarification received by the University after the close of business ten (10) days prior to opening of this RFP. The University's response to any request for clarification, together with a copy of the request for clarification, will be provided contemporaneously by the University to each party receiving this RFP.

Under no circumstances, may any vendor or its representative contact any employee or representative of the University regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

Any violation of this condition may result in vendor being considered non-compliant and ineligible for award.

4.14 Requests for Clarification by the University: The University may request that any vendor clarify or supplement any information contained in their response. Vendors are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

4.15 Communications between the University and the Vendor:

4.15.1 Informal Communications:

From the date of receipt of this RFP by each vendor until a binding contractual agreement exists with the selected vendor and all other vendors have been notified or when the University rejects all proposals, **informal communications regarding this procurement shall cease.** Informal communications shall include but not be limited to:

4.15.1.1 Requests from the vendors to any department(s) at the University, for information, comments, speculation, etc; and

4.15.1.2 Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

4.15.2 Formal Communications:

From the date of receipt of this Request for Proposal by each vendor until a binding contractual agreement exists with the selected vendors and all other vendors have been notified or when the University rejects all proposals, all communications between the University and the vendors will be formal, or as provided for in this Request for Proposal. Formal communications shall include but not be limited to:

- 4.15.2.1** Pre-Bid Conference
- 4.15.2.2** Oral Presentations
- 4.15.2.3** Pre-Award Negotiations

4.15.3 ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 4.15.1 AND 4.15.2 ABOVE MAY RESULT IN THE REJECTION OF ANY VENDORS PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.

4.16 Additional Contract Requirements: The University anticipates that the Athletic Marketing/Media Property and Sponsorship Rights Agreement will include additional contract requirements including, but not limited to, the following:

4.16.1 License: The Athletic Marketing/Media Property and Sponsorship Rights Agreement will not grant the vendor a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.

4.16.2 Advertisements: Unless specifically authorized in writing by University Communications on a case by case basis, the vendor shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of contractor's products or services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

4.16.2.1 Licensed Merchandise: Pre-authorization must be received from the Division of Athletics licensing coordinator for the use of University's names, marks, and logos.

4.16.3 Patent and Copyright:

4.16.3.1 The vendor shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in commitment with the Athletic Marketing/ Media Property and Sponsorship Rights Agreement.

4.16.3.2 The vendor will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of the Agreement including its use by the owner, unless otherwise specifically stipulated.

4.16.3.3 Copyrights for any item specified shall be the property of the University and insure to its benefit and vendor shall execute such documents, as University may require, for the perfection thereof.

4.16.3.3.1 OSHA Compliance: All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the vendor is awarded the contract hereunder, the vendor must notify the University's Executive Director of Procurement & Logistical Services immediately by registered mail.

- 4.17 Award of Contract:** While the University prefers to have an exclusive vendor, it does reserve the option to issue multiple awards. The “exclusive” award will be one contract to the qualified vendor whose proposal, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University. The “multiple award” refers to contracts issued to multiple vendors based on their ability to meet the requirements set forth in this RFP. The method of determining the best proposal is detailed in the following section, Method of Agreement.
- 4.18 Payment Terms:** Payment Terms shall be **2% 15 DAYS NET 45 DAYS** unless otherwise stated in the Form of Proposal, Section 11.
- 4.19 F.O.B. Point/Minimum Order:** All pricing/discounts shall include delivery and transportation charges fully prepaid F.O.B. Destination Point. No extra charges for packing or packages will be allowed. No additional Fuel Surcharges may be imposed. There shall be no minimum order amounts.

Section 5 Statement of Work/Background/Requirements

5.0 Statement of Work

5.0.1 The University of Connecticut invites interested firms to submit proposals for **Intercollegiate Athletics Marketing/Media Property and Sponsorship Rights**. The intent of this Request for Proposal is to enter into a contract with a qualified contractor who can provide the **best value** to the University by delivering a comprehensive and quality program involving national, regional and local marketing of its athletic properties. This would include developing relationships with new clients and cultivating those relationships to create mutually beneficial marketing programs that enhance the profile of the institution and bring benefits to the respective clients. In addition, the contractor would be expected to foster existing relationships with athletic corporate partners, enhancing those long-standing relationships. In every aspect of its work, the University expects the contractor to practice the highest level of customer service, to represent the best interests of the University and to reflect the overall excellence to which the University aspires. Finally, the University aims to partner with a firm that will, through its skills, contacts and presentation, provide both the University and the contractor with enhanced compensation opportunities for these valuable athletic property rights.

5.0.2 The University possesses a number of athletic marketing/media relationships. Philosophically, the University believes in a corporate program made up of consistent, loyal partners. Currently, the University has approximately 35 partners that each has a contract of not less than \$50,000 annually. This philosophy of partners is preferred as opposed to a model of 100+ sponsors each giving a few thousands dollars. As is the case with any broad-based sponsorship program, partnership agreements have varying expiration dates. Some of the partnerships expire at the conclusion of the 2007-08 academic year, while others extend until 2011-12. For this reason, the compensation section of this agreement provides prospective vendors the opportunity to share how they will structure their compensation to the University. Compensation can be based on the assumption of all current agreements or simply upon generating new business (and renewals after current expiration dates).

Additionally, the University has current relationships with significant media broadcast partners in the state: WTIC-AM 1080 (50,000-watt clear signal), for radio broadcast of football, men's basketball and women's basketball games; Connecticut Public Television, for television broadcast of women's basketball games; and WTNH/MyTV9, which has a relationship through the Big East Conference and its television rights holder, ESPN Regional Television, to broadcast football and men's basketball games.

5.0.3 The Athletic Marketing/Media Property and Sponsorship Rights Agreement will include the following list. Please note that, as detailed above, there are existing contracts for at least a portion of the listing below which must be satisfied until expiration:

- football, men's basketball and women's basketball live radio game broadcasts
- football, men's basketball and women's basketball coaches radio shows
- corporate partnership program, which includes sales and service for University's existing and future partners
- game programs for football, men's basketball, women's basketball, men's soccer and women's soccer
- existing and potential stadium and arena signage in athletic facilities including Gampel Pavilion (men's and women's basketball/women's volleyball), Hartford Civic Center (men's and women's basketball), Rentschler Field (football), Morrone Stadium (men's and women's soccer), George J. Sherman Family Sports Complex (field hockey/track) as well as the softball field, track, swimming pool and other varsity sport venues
- miscellaneous printing sponsorships to include ticket back advertising, ticket envelopes, team schedule posters, team schedule cards, and schedule magnets

- official athletic web site advertising inventory
- gameday sponsorships and promotions, including, but not limited to, game sponsorships, timeout and halftime promotions, giveaway items, and contests

As an option, Firms are invited to propose other opportunities for marketing rights properties and sponsorships.

5.1 **Background**

5.1.1 **University of Connecticut**

- The University is located in Storrs, about 30 minutes from Hartford, the state's capital city. UConn is ideally positioned between two major metropolitan areas in New York City and Boston.
- UConn encompasses 14 schools and colleges offering eight undergraduate degrees in more than 100 majors.
- UConn is ranked the top public university in New England for the eighth consecutive year and is now ranked among the top 20 percent of public universities in the nation by U.S. News and World Report.
- UConn is the only public university in New England with its own schools of law, medicine, dental medicine and social work.
- The National Science Foundation ranked UConn in the top 15 percent of public universities in garnering research funding. Research awards to UConn faculty exceeded \$190 million in 2005, an increase of more than \$80 million since 1999.
- More than 28,000 students enrolled at UConn in Fall 2006, representing nearly every state in the nation and more than 100 countries.
- The average SAT scores of incoming freshmen at Storrs is now 1195, an 82 point increase since 1995. The entering class included 112 valedictorians and salutatorians, nearly three times the number who were part of the freshmen class 10 years ago.
- Interest in UConn is booming. Last year, more than 20,000 applications were received for 3,200 freshman spots in Storrs.
- UConn is renewing, rebuilding and enhancing its campuses through an unprecedented \$2.3 billion, 20-year state investment in the University's infrastructure. "UConn 2000 / 21st Century UConn" is the most ambitious publicly financed university building program in the country, representing 87 major projects completed to date and more than 30 new buildings on campus.

5.1.2 **University of Connecticut Athletics**

- The University of Connecticut Division of Athletics sponsors 24 sports that compete at the NCAA Division I-A level and is a member of prestigious BIG EAST Conference.
- Since 1990, UConn has won eight NCAA Championships and has 73 BIG EAST regular season or tournament championships.
- UConn is the only school in NCAA history to win men's and women's basketball national championships in the same season (2004).
- UConn is the only school to ever boast two active Hall of Fame basketball coaches in Jim Calhoun and Geno Auriemma.
- UConn has the nation's newest and most modern college football stadium in Rentschler Field located in East Hartford, CT. In addition, UConn opened the finest facilities in America with the opening of The Burton Family Football Complex and Mark R. Shenkman Training Center on campus in the summer of 2006.
- UConn student-athletes continue to excel in the classroom. Once again this year, more than 40% of UConn's 650 student-athletes earned a 3.0-or-better grade point average during the Spring and/or Fall 2006 semesters, including six that achieved a perfect 4.0 grade point average.

- UConn student-athletes are committed to community service. Members of UConn's Student-Athlete Advisory Committee (SAAC) coordinate a number of activities throughout the year to benefit those in need. These outreach efforts have included fundraising efforts for victims of Hurricane Katrina, which netted more than \$30,000. Other activities include annual book, toy and coat drives for underprivileged families in the local community.
- Nearly 1,000,000 fans come to UConn events annually. Ticketed sports are football, men's basketball, women's basketball, men's soccer, women's soccer and men's ice hockey.
- UConn enjoys television coverage that is second to none. In the 2005-06 academic year, UConn's football, men's basketball and women's basketball program enjoyed national television exposure a total of 33 times. Every one of UConn's combined 71 regular season and postseason men's and women's basketball contests were televised either nationally, regionally or locally. In women's basketball, UConn's unique partnership with Connecticut Public Television (CPTV) allowed Husky supporters to watch a record 24 games during the past year. UConn women's basketball on CPTV remains the nation's highest-rated locally-produced public television programming.
- UConn's loyal donors annually contribute to Husky successes. Since the formation of the UConn Athletic Development Fund in 1978, more than \$130 million has been donated in to support the academic and athletic achievements of our UConn student-athletes. This includes more than \$100 million in the last eight years.

5.2 Requirements

5.2.1 Marketing Rights Properties and other Sponsorships

As noted earlier, the University maintains a number of sponsorship agreements with varying expiration dates. Prospective firms are invited to submit proposals which detail how agreements currently maintained by the University will be handled in this contract.

5.2.2 Men's Football, Men's Basketball and Women's Basketball Live Radio Game Broadcasts

Live radio game broadcast is defined as the rights to produce and commercially distribute all live men's football, men's basketball and women's basketball games including pre-game and post-game shows. All regular season games and, when rules allow, all pre-season, post-season and tournament games are required to be broadcast. It would also include post-season football bowl games. For basketball, pre-season exhibition basketball games shall be broadcast. (NOTE: Currently, WTIC Radio holds exclusive radio broadcast rights for UConn football, men's basketball and women's basketball game broadcasts.)

5.2.3 Football and Basketball Coaches Radio Shows

Football and basketball coaches' radio shows are defined as the rights to produce and commercially distribute a football, a men's basketball, and a women's basketball coach's radio show. These rights are separate from the coaches pre-game and post-game shows associated with game broadcasts and are specified in the Live Radio Game Broadcast section. (NOTE: Currently, WTIC Radio holds exclusive radio broadcast rights for UConn football, men's basketball and women's basketball weekly live call-in shows.)

5.2.4 Television Shows

Television shows are defined as the rights to produce and commercially distribute a television show about University of Connecticut Athletics and coaches shows for specific sports. (NOTE: Currently, a monthly UConn Athletics "magazine" show is produced by WTNH-TV in conjunction with its ESPN Regional Television contract to locally air syndicated BIG EAST Conference football and men's basketball games. In addition, CPTV holds rights to produce a periodic women's basketball coaches television show in conjunction with a current University contract to produce and air women's basketball games.)

5.2.5 Game Programs for Football, Men’s Basketball, Women’s Basketball, Men’s Soccer and Women’s Soccer

Game programs for football, men’s basketball, women’s basketball, football, men’s soccer and women’s soccer are defined as the rights to produce and sell game day programs and/or roster cards for football, men’s basketball, women’s basketball, men’s soccer and women’s soccer.

5.2.6 Stadium and Arena Signage

Stadium and Arena Signage is defined as the right to sell existing and potential signage opportunities in athletic facilities including Gampel Pavilion (men’s and women’s basketball/women’s volleyball), Hartford Civic Center (men’s and women’s basketball), Rentschler Field (football), Morrone Stadium (men’s and women’s soccer), George J. Sherman Family Sports Complex (field hockey/track) as well as the softball field, track, swimming pool and other varsity sport venues.

5.2.7 Printing, Miscellaneous

Miscellaneous printing is defined as the right to produce and sell ticket back advertising, ticket envelopes, team schedule posters, team schedule cards, team schedule magnets and master varsity sport schedule cards printed in Fall, Winter and Spring.

5.2.8 Official Athletic Web Site Advertising

Official Athletic Web Site Advertising is defined as the right to sell advertising opportunities on the University’s Official Athletic Web Site, UConnHuskies.com.

5.2.9 Game Day Sponsorships and Event Promotions

Game day sponsorships and event promotions are defined as the right to solicit opportunities surrounding University’s athletic contests and other events. Game day examples include but are not limited to pre-game, time-out, halftime, and post-game events, promotions and contests. Specific examples of other events may include the Men’s Basketball Midnight Madness, Women’s Basketball SuperShow, Football Blue-White Spring Game, Men’s/Women’s SoccerFest events and other events.

5.3 Contractor Responsibilities

5.3.1 Contractor agrees that the contract shall be technically administered through the University of Connecticut. A staff member will be designated by the University as a program manager and will act as a liaison to the Contractor for day-to-day questions, inquiries, etc. The University will assist in developing a strong partnership; however, the Contractor will be responsible for selling, servicing and fulfilling corporate marketing agreements.

5.3.2 Contractor agrees that the University reserves the exclusive right to publicly release or announce any information pertaining to the status or details of any negotiations and contracts between the contractor and the University or any third party, including, but not limited to, such matters as scheduling of broadcasts, game times, prospective or selected stations to air football or basketball games or related pre-game and post-game shows, and announcers. The contractor further agrees to maintain the confidentiality of all such information and not to directly or indirectly cause the release or disclosure of such information.

5.3.3 Contractor shall have the right to sell advertising for all properties managed on behalf of University. Certain advertising categories such as tobacco products, tout gambling services, hard liquor, sexually-related merchandise, etc. may be prohibited and would be excluded from any final contract. University does not permit any advertisement that implies University’s endorsement of a product or service by any coach, employee, or student-athlete of the University, without the express written consent of the University. The University requires a minimum of one thirty-second spot within each live radio broadcast and coaches’ show for an institutional message and requires the ability to utilize such broadcast for “drop-ins” to promote athletic events/services.

- 5.3.4** Contractor shall assume the following costs: personnel, talent, operating expenses, travel costs (travel, room, meals, etc.), and administrative costs. The contractor shall pay for all tickets, all program ads and other advertising perks for its sponsors, whether new sponsors secured by the contractor or sponsorship agreements which contractor assumes from the University.
- 5.3.5** Contractor will be provided with an opportunity to purchase a football suite, football premium seats (Club Level of press tower), football season tickets, basketball season tickets, soccer season tickets, ice hockey season tickets and priority parking passes at prevailing rates for its contract fulfillment and hospitality purposes. University will make its best efforts to accommodate Contractor requests.
- 5.3.6** The University will allow the contractor the reasonable use, without charge, of University logo type(s), name and artwork in connection with contractor's rights and obligations, but University shall have the right of approval to every such use by contractor prior to such usage and Contractor may not utilize any merchandise with the University logo unless merchandise is purchased from an official University licensed company. Contractor must follow all applicable University licensing guidelines.
- 5.3.7** Contractor agrees that if at any time during contract the NCAA or Conference in which University has membership adds, deletes, or modifies its regulations pertaining to advertising content on any of the University Division of Athletics properties, the contract shall be amended to remain in compliance with NCAA and/or Conference regulations. In the event said change(s) reduces the contractor's net revenues, the contractor's rights fee established herein shall be reduced accordingly by a fair and reasonable amount as mutually agreed upon by contractor and University.
- 5.3.8** Contractor and University shall mutually select talent for any radio and/or television broadcasts. Contractor shall remove any on-air personality upon request of the University.
- 5.3.9** Contractor agrees, except as otherwise provided, the services produced and all information produced for the University shall become the sole property of the University and any reproduction, resale or reuse of these items without the express written consent of University shall be prohibited. The University shall retain all rights, including but not limited to all intellectual property rights, in all University athletic events. The University shall retain ownership of all copyrights for all video and audio. The contractor shall provide an audio tape/CD of each game broadcast and a videotape of each coach's television show to the University at no charge. The rights to the shows themselves shall become the sole property of the University following initial broadcast or other distribution. The Contractor is permitted to copyright programming and assign such rights to the University.
- 5.3.10** With regards to promotions, sponsorships, commercial endorsements or other marketing activities which will involve the use of the University's name or registered trademarks, service marks, logos and symbols, the contractor agrees to submit the promotional or sponsorship proposal to University's Licensing representative for review. If the licensing department approves the proposal, then the third party sponsor or promoter shall be required to execute University's standard licensing contract or other appropriate licensing documents prior to any use of University's indicia. In addition to any other fees that a third party may agree to pay to the contractor, the third party shall pay a royalty to University for the use of its indicia unless the University waives such royalty. Also, the University gives contractor permission to use the University's trademarks and other indicia in connection with the contractor's activities hereunder; provided, however, that the contractor's use of the University's indicia shall be subject to those restrictions and conditions which may be established from time to time by the University's Licensing representative.

- 5.3.11** Contractor agrees to coordinate with the Division of Athletics Program Manager regarding the availability of tickets prior to the Contractor offering tickets as part of sponsorship proposal.
- 5.3.12** Contractor agrees that the University shall have the right to review and approve all promotion/sponsorship contracts proposed by the contractor prior to their signing. Any modifications from the contractor's standard contract, any multi-year contracts, or any contract that extends beyond the term of this contract shall be approved in writing by University prior to execution by the contractor. The contractor agrees that any contracts shall be limited to the scope of activities expressed in the RFP and successful proposal. All promotion/sponsorship contracts shall contain a clause, which provides that the contract shall automatically be assigned to the University at the cancellation or termination of the contract between the contractor and the University. The University requests a copy of each Contractor promotion/sponsorship contract for its files.
- 5.3.13** Contractor agrees that during the term of the contract, if the University receives a proposal from a third party to undertake a sponsorship, endorsement or promotional program or a merchandising project, the University agrees to offer the contractor the opportunity to conduct the proposed program. The contractor shall notify the University of its acceptance or rejection of the proposed program in writing. If the contractor elects not to accept the proposed program described in the notice, then the University may authorize the third party to do so. In such event, the University shall be entitled to retain all revenue paid to it as a result of such program.
- 5.3.14** Contractor agrees that any proposed usage of a subcontractor, relative to contract work, must have prior approval by the University.
- 5.3.15** It is anticipated that from time to time the contractor may arrange for or negotiate promotions, sponsorships or other marketing programs, which can result in the University receiving goods or services in kind, bartering, to support its day-to-day operations. The University shall review the proposed barter contract and promptly advise the Contractor whether or not the proposal is acceptable. There may be instances where the University, in its sole discretion, rejects a proposed barter arrangement. Any such decision by the University shall not be considered a breach of this agreement. Contractor acknowledges that in some instances such barter contracts may not be feasible due to the requirements of applicable laws and regulations of the University and/or the State of Connecticut.

The contractor and the University, in advance of the Contractor's finalizing and accepting a barter transaction, shall mutually agree upon the value to the University of goods or services offered in the barter arrangement. The agreed upon value of any barter arrangement, which may be less than the market value of the offered goods or services, shall be credited against the amount of the guaranteed royalty payment provided for. Further, should the contractor propose to retain and/or utilize any of the goods or services from a barter contract, then the contractor in advance must disclose that fact to the University and a determination will be made as to the value of the goods or services retained or utilized by the contractor. The value of any such goods or services retained or utilized by the contractor shall constitute an item of income for the purpose of determining the contractor's annual gross revenues.

The utilization of any trade must follow all established University and State of Connecticut guidelines and procedures for accessing the desired trade.

- 5.3.16** Contractor agrees to deal in good faith with the University in all matters. Dealing in good faith with the University includes but is not necessarily limited to attempting to resolve disputes amicably and promptly, not misleading the University, not making representations, which are untrue, and not making promises to the University or corporate partners that are not kept.

5.3.17 Contractor agrees that all ticket and parking costs incurred by contractor for corporate sponsorship agreements will be based upon specific ticket and parking requirements detailed in each respective contract.

5.4 General Requirements

5.4.1 Contractor shall attempt to solicit and secure additional sponsorships for opportunities at all levels and in a variety of athletic programs. The University welcomes Contractor to be creative in exploring new sponsorship opportunities and develop new assets to utilize in sponsorship sales.

5.4.2 Contractor will work with the University-designated Program Manager on a regular basis to facilitate activities as they relate to this RFP. The contractor is required to assign a representative (general manager), dedicated to the University, to serve as a liaison on all marketing matters related to this contract. The representative will be required to attend University athletic marketing staff meetings, providing sales and promotional updates. A local presence is encouraged, as it will assist the contractor in gaining an understanding of Connecticut and the market. Local office space will be the responsibility of the Contractor. The University will make its best efforts to assist in the process.

5.4.3 The University reserves the right to review and approve all sponsorships, promotional and/or display materials and sponsorship rate cards hereunder and all other prospective or new sponsors and promotions developed or contemplated by the contractor. All contractor presentations are to be pre-approved by the University Program Manager prior to presentation. Contractor shall honor all existing exclusive contracts as specified in Section II of the RFP.

5.4.4 The University's internal auditors shall have the right to review Contractor's financial records with respect to this agreement upon reasonable notice to Contractor, not more than once per year.

5.4.5 The NCAA requires that the following be included in any agreement:
NCAA Bylaw 6.4.2 mandates that the University inform all individuals and organizations that receive benefits or privileges relating to the institution's athletics program that these benefits and privileges will be withheld if the individuals(s) or organization(s) receiving such benefits or privileges have engaged in conduct that is determined to be in violation of NCAA legislation

Section 6
Technical Specifications for Marketing/Media Sponsorship and Property Rights, Current Contracts and Available Inventory

6.0 Technical specifications for marketing rights properties and other sponsorships

6.0.1 Football, men's basketball and women's basketball live radio game broadcasts

NOTE: University currently maintains a contract with WTIC Radio AM-1080 for radio broadcast of football, men's basketball and women's basketball games. This includes exclusive broadcasts of games as well as weekly coaches radio shows. Successful vendor will have the ability, if desired, to assume radio contract and negotiate with WTIC additional spot time. Currently, WTIC sells air time and University maintains a number of spots inside and outside the game broadcasts. The specifications for radio coverage and related programming are provided to give Contractor a sense of University's philosophy and desires. Prospective vendors should understand that certain rights detailed herein are currently controlled by WTIC Radio.

Defined as the rights to produce and commercially distribute live all football, men's basketball, and women's basketball games including pre-game and post-game shows. All regular season games and all pre-season, post-season and tournament games are required to be broadcast. It would also include post-season football bowl games. For basketball, pre-season exhibition basketball games shall be broadcast.

6.0.1.1 Coverage:

The University desires the coverage area to be as expansive as possible and at a minimum, include the entire state of Connecticut. In addition, the ability to hear broadcasts in other New England states and down the eastern seaboard would be desirable by the University. Currently, the University is broadcast on the only 50,000-watt clear channel AM station in the state. The University would not desire a situation where its statewide coverage was comprised of several lower wattage stations (as opposed to a station that reached all of the state).

The University and the Contractor will jointly make the determination of the affiliate stations to be carried on the network. Station(s) covering these areas must be high profile stations with a strong listener base. The University will have final approval of the affiliate station chosen. Each Contractor should specify in its proposal a list of proposed radio affiliates with specific markets that will be covered.

Stations on the network shall carry each scheduled football, men's basketball and women's basketball game live (including all pre-season, post-season, and exhibition games), except for urgent unscheduled news interruptions, requirements of the Emergency Broadcast System, a regulatory requirement of the Federal Communications Commission, or whenever required by law. No pre-emptions are permitted, except in cases of emergencies. If, for example, a men's basketball and women's basketball game are occurring at the same time, the flagship station must identify an affiliated station so that each game airs on a strong station.

Contractor will make all broadcasts available to be heard (streamed) live via the University's Official Athletic web site. Contractor is invited to propose satellite radio coverage as well. In University's current contract, radio vendor maintains all streaming and satellite rights.

- 6.0.1.2** Commercial Advertisements:
Contractor shall have the right to sell commercial advertisements in football, men's basketball and women's basketball broadcasts. Certain advertising categories such as tobacco products, tout gambling services, hard liquor, sexually-related merchandise, etc. may be prohibited and would be excluded from any final contract. Additionally, the University shall not permit any advertising that implies the University's endorsement of a specific product or service, nor shall it permit endorsement of a product or service by any coach, employee, or student-athlete of the University without prior written consent of the University. The Contractor shall provide the University will a listing of advertisers prior to each season. The University requires a minimum of one thirty-second spot within each live radio broadcast and coaches' show for an institutional message and requires the ability to utilize such broadcast for "drop-ins" to promote athletic events/services.
- 6.0.1.3** Exclusivity to the Contractor:
The Contractor shall have the exclusive worldwide broadcast rights described in football, men's basketball and women's basketball live radio game broadcasts above, except for one student station (WHUS) that regularly carries UConn games. As is common practice, the University may also grant broadcast rights to up to two radio stations designated by the visiting team (one flagship broadcast outlet and one student), which the University is hosting or to that party designated by the participating team as its official broadcaster. No other outlets shall be permitted without prior consent of the Contractor and such approval shall not be unreasonably withheld.
- 6.0.1.4** Production and Personnel:
The Contractor shall furnish, at no cost to the University, all elements required for the production, presentation, origination, transmission and broadcast of all pre-season, regular season, and post-season football, men's basketball and women's basketball games including all commercial messages. This includes personnel costs, travel, room, per diem, operating expenses, talent fees and other administrative costs associated with the broadcasts. The University will make its best efforts to assist, where applicable, in identifying convenient travel arrangements for the broadcast team.
- 6.0.1.5** Transmission:
The University requires that the transmission be of the highest technical standards to assure listeners the best possible broadcast.
- 6.0.1.6** Conference Requirements:
Contractor is required to comply with Conference regulations for its member institutions as it relates to technical elements of the broadcast (i.e., lines, and circuitry) to make it easier for every school to broadcast at all the venues around the league. For example, the Contractor may be asked to provide sufficient telephone lines and circuitry for visiting conference schools' radio networks. In turn, these services will be provided to the Contractor when University plays its league opponents at their home venue. These requests will not be unreasonable; they will simply make it easier for every school to broadcast by encouraging consistent, uniform types of lines/circuits in every facility. The Contractor shall cooperate fully with requests made by the Conference office and provide the requested services at no cost to the University.

- 6.0.1.7** Selection of Announcers:
The game commentators for the broadcasts shall be approved by the University. Under normal circumstances, for football, there shall be two (2) announcers in the broadcast booth (play-by-play and color). The Contractor is encouraged to provide a sideline reporter as well. For men's basketball and women's basketball, there shall be two (2) announcers (play-by-play and color). Any additional announcers must be approved by the University. The Contractor may choose to utilize "stringer" reporters for updates on other games; these reporters do not have to be approved by the University in advance.
- 6.0.1.8** University Drop-Ins:
In each broadcast, the Contractor shall make available at no charge a minimum of six (6) fifteen-second "drop-in" announcements relating to the University. The game announcers will read these announcements "live" during the broadcast at selected intervals. These drop-ins will include such items as promotion of ticket sales to various events, promotion of other varsity sports and information on athletic donor group membership and activities. Not more than one drop-in shall appear in each of the pre-game, half time or post-game periods. Such announcements shall not consist of commercial or sponsorship content, nor shall it interfere with Contractor's sponsorship activities. It will focus on University-related announcements.
- 6.0.1.9** Reciprocal Broadcast Rights for Away Games:
The University shall work with the Contractor to secure broadcast rights of all regular season away games. As a part of securing these rights, the University shall seek to obtain these rights at no cost to the Contractor. This does not cover pre-season or post-season tournaments or games, bowl games and Conference or NCAA-sponsored events. The Contractor is responsible for rights fees associated with pre-season or post-season tournaments or games, bowl games and Conference or NCAA-sponsored events.
- 6.0.1.10** Special Services:
The Contractor shall provide equipment and personnel to create and duplicate radio advertising announcements for the University at no cost. This service shall be provided up to twelve (12) times per year and shall include the number of dubs necessary for the promotion. The University shall be responsible for distributing these dubs. These announcements will mainly consist of promotion of ticket sales to athletic events and the methods for obtaining tickets to such events. Such announcements shall not interfere with Contractor's sponsorship activities.
- 6.0.1.11** Dubs of Game Broadcasts:
The University may request, for archival purposes, dubs of specific games or segments of games at various times. The Contractor shall provide these dubs in a timely manner at no cost to the University.
- 6.0.1.12** Halftime Feature – UConn Student–Athlete Spotlight and/or Husky Sports Update:
The University encourages Contractor to create a feature during the football and basketball seasons that promotes the overall athletic program and highlights sports that may not always garner as much attention as others. This could be a sponsored feature and may take the form of a Student-Athlete Spotlight, where an outstanding student-athlete is interviewed (pre-recorded or live). Additionally, a sponsored feature may be the Husky Sports Update, where the week's results from teams in competition are provided and upcoming schedules are highlighted.

6.0.1.13 Coaches Interviews:

The University will arrange for the head football coach, men's basketball coach and women's basketball coach to be available for an interview prior to each game (to be pre-recorded at the mutual convenience of the coaches and the Contractor). These interviews will be used in conjunction with the game broadcast and shall not be used in any other manner without the express written consent of the University.

6.0.2 Football, Men's Basketball and Women's Basketball Coaches Weekly Radio Shows

WTIC-AM 1080 currently has the exclusive right to produce live weekly radio "call in" shows with the football, men's basketball and women's basketball coaches.

Defined as the rights to produce and commercially distribute a football, men's basketball, and women's basketball coach's radio show as specified herein. These rights are separate from the coaches pre-game and post-game shows associated with game broadcasts and described in the football and basketball live radio game broadcasts section.

6.0.2.1 Responsibility of the Contractor:

The Contractor shall produce and distribute shows in accordance with the terms specified herein and shall not be excused from doing so merely by paying its rights fee. The Contractor shall pay all costs associated with shows except for payment to the coaches. The Contractor and University shall select the host for the program and the Contractor is responsible for compensating the selected host.

6.0.2.2 Number of Shows:

Football: Contractor shall provide a minimum of twelve shows. There shall be one show prior to the first game (pre-season). There shall then be one show after each game. If post-season play warrants, the Contractor and University may mutually agree to produce additional show(s) based on the nature of post-season play. For example, a "bowl special" may be produced from the bowl site, at a time convenient to all parties.

Basketball: Contractor shall provide one men's basketball show and one women's basketball show per week, beginning with the start of the basketball season in November and continuing through the end of the season (March/April). If post-season play warrants, the Contractor and University may mutually agree to produce additional show(s) based on the nature of post-season play. For example, an "NCAA Tournament special" may be produced at the Tournament site, at a time convenient to all parties.

6.0.2.3 Nature and Content of Shows:

Each show shall be aired "live." Each Contractor shall propose a format for each show, describing the nature and content of such. Requirements of the coaches will be mutually agreed upon by the Contractor and University. If the coach cannot appear on the scheduled date due to unusual circumstances, the Contractor and the University shall mutually decide on an acceptable solution (i.e., change of air date).

6.0.2.4 Times of Shows:

The shows shall be cleared for broadcast on a weekday evening, which will remain consistent throughout the year. In cases when a conflict occurs with the standard time, the show may be moved to another day and time during the week. In such cases, Contractor shall make its best efforts with radio stations to promote such changes so listeners are aware of new day/time.

- 6.0.2.5** Clearance:
The live and recorded coaches' shows shall be cleared to air on stations, ideally, that cover the game broadcasts.
- 6.0.2.6** Commercial Advertisements:
The Contractor shall have the right to sell all advertising within the coaches' show broadcasts. However, certain advertising categories such as tobacco products, tout gambling services, hard liquor, sexually-related merchandise, etc. may be prohibited and would be excluded from any final contract. Additionally, the University shall not permit any advertising that implies the University's endorsement of a specific product or service, nor shall it permit endorsement of a product or service by any coach, employee, or student-athlete of the University without prior written consent of the University.
- 6.0.2.7** Exclusivity to the Contractor
The Contractor shall have the exclusive rights for the University-supported coaches shows described herein. The University will not engage in any other programs without the consent of the Contractor. The University wishes to discourage a possible situation whereby the Contractor merely pays rights fees but does not air any or all of the coach's radio shows. Consequently, the Contractor shall pay the University a penalty fee of \$50,000 for each coaches' show which is not aired, as herein specified. This penalty fee shall be required in addition to the annual financial compensation package agreed to by the University and the Contractor.

6.0.3 Television Shows

NOTE: The University currently maintains an agreement with Connecticut Public Television (CPTV) for broadcast of women's basketball games. This agreement provides CPTV with the exclusive opportunity to produce a coach's television show with the head women's basketball coach. Additionally, through the BIG EAST Conference agreement with ESPN Regional Television, WTNH/MyTV9 airs the BIG EAST Football and Men's Basketball Game of the Week as well as package of 12 UConn men's basketball games. Through these rights, WTNH/MyTV9 also produces a monthly UConn "magazine" type television show.

The University invites potential Contractors to propose options for television shows involving the University athletic programs and coaches.

The Contractor shall produce and distribute shows in accordance with the terms specified herein and shall not be excused from doing so merely by paying its rights fee. The Contractor shall pay all costs associated with shows except for payment to the coach. The Contractor and University shall select the host for the program and the Contractor is responsible for compensating the selected host.

Each show will be thirty (30) minutes in duration and will be pre-recorded. The show will basically feature highlights of previous game action, interviews with coaches and student-athletes, special features and highlights of upcoming opponents. In all cases, the format and content of the television programs will be mutually agreed upon by the Contractor and University. The University reserves the right to make final decisions concerning production, talent, as well as the extent and availability of the coaches and student-athletes.

It is the desire of the University to obtain clearance for the coach's television show on broadcast and/or cable outlets.

The University will work closely with Contractor to determine an appropriate recording location for the program. As the University seeks to make the recording of the shows convenient for coaches and student-athletes, the Contractor is encouraged to use an on-campus location as the recording location. An on-campus location would be ideal for the scheduling of coaches and student-athletes, as it offers flexibility if schedules force a change in recording time. However, Contractors may suggest alternative sites if this situation is prohibitive.

The quantity of commercial spots within each show shall be mutually agreed upon by the University and the Contractor. The University prefers the quantity not exceed accepted industry standard or common practice for a show of this length and format. It is recommended that no commercial break should be longer than two (2) minutes in length. The University requests two (2) thirty-second spots at no charge within each show for institutional or athletic promotion.

The Contractor shall have the right to sell all advertising within the coach's television shows. However, certain advertising categories such as tobacco products, tout gambling services, hard liquor, sexually-related merchandise, etc. may be prohibited and would be excluded from any final contract. Additionally, the University shall not permit any advertising that implies the University's endorsement of a specific product or service, nor shall it permit endorsement of a product or service by any coach, employee, or student-athlete of the University without prior written consent of the University.

The Contractor shall have the exclusive rights for the programming described herein except as otherwise noted and except that the rights for all video will be retained by the University. Additionally, the Contractor shall provide one broadcast quality tape of each show to the University at no charge. The rights to the shows themselves shall become the sole property of the University following the primary telecast of the shows.

The Contractor will be responsible for gathering footage for use in each television show. The University will make its best efforts to assist in this process, which may include providing space at games for a coach's show cameraman. The University may also request the use of selected raw footage for use in production of athletic highlight films.

6.0.4 Game Programs for Football, Men's Basketball, Women's Basketball, Men's Soccer and Women's Soccer

The Contractor will be required to produce and sell game day programs and/or roster cards for football, men's basketball, women's basketball, men's soccer and women's soccer.

The Contractor shall prepare (which includes inserting editorial copy from the University on a per athletic contest basis), publish and vend the programs and/or roster cards in accordance with the specifications and terms and conditions listed below.

The Contractor shall be responsible for developing, preparing, producing and delivering no less than the minimum required number of programs specified in the Printing Specifications of each sport without cost to the University.

6.0.4.1 Advertising Specifications:

The Contractor shall have the right to sell all advertising within the programs and/or roster cards. However, certain advertising categories such as tobacco products, tout gambling services, etc. may be prohibited and would be excluded from any final contract. Additionally, the University shall not permit any advertising that implies the University's endorsement of a specific product or service, nor shall it permit endorsement of a product or service by a coach or their employee of the University without prior written consent of the University.

- 6.0.4.2** Editions:
Contractor will print separate editions for each home football game, approximately six per season. For other sports, Contractor shall print poster programs. The number of editions will be determined by Contractor and the University no fewer than sixty (60) days prior to the first game.
- 6.0.4.3** Provisions for Additional Pages Added to Program:
Contractor may desire to increase the number of pages in the game programs. This could occur for example, if Contractor is able to sell additional advertising pages. The University and Contractor shall mutually agree to any changes in program size from sport to sport, as the University must be sensitive to equality issues. In general, this increase may be permitted so long as the Contractor notifies University no fewer than thirty (30) days prior to the first football game. In such instance, University shall be entitled to an equivalent number of additional editorial pages.
- 6.0.4.4** 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 during the season, the Contractor may seek University's permission to increase program size. Such permission will not be unreasonably withheld.
- 6.0.4.5** Printing Specifications:
The University will supply editorial copy needed to preview the day's game on a short deadline basis, within one week of each game. Editorial copy for change pages, which will run in each program, will be submitted under copy deadlines negotiated between University and the Contractor. The Contractor shall submit prospective copy deadlines.

Production Costs: Contractor's responsibility, based on the specifications noted below.

Advertising Sales: Contractors responsibility (including payment of commissions and taxes).

Stadium/Arena Vending: Successful Contractor's responsibility (including payment of commissions and taxes).

Program Size: Dependent on advertising

(a) Football

- Program Makeup: University Fixed Section, containing local and regional advertising and standing editorial provided by the University.
- University Change Section: to consist of a minimum of sixteen (16) B/W change pages with game preview page deadlines being Monday following the last game.
- Front and back covers will be produced by the Contractor and will include four (4) color artwork to be separated by the Contractor. Outside cover will change for each game and may include game sponsor recognition. Cover design for each game to be handled by University media relations staff.
- Color Content: Contractor to provide 20-25, four (4) color separations for the fixed sections.
- Type: To be determined.
- Paper Stock: Programs shall be printed on 80# cover and 60# text.
- Quantity: A minimum of 2,500 programs shall be printed for each game.
- Size: Program to be a minimum of ninety-six (96) pages plus cover. This total is in addition to an 11 x 17 flip card stitched into the program. Page size is 8 ½" x 11".

- Binding: Saddle stitched.
- Trade Pages: Two (2) pages will be available, at no cost to University, to accommodate University promotions and/or institutional messages.

(b) Men's Basketball; Women's Basketball

- Program Makeup: Poster program, one per each home game during the season. Prints 4-color one side. Black halftone(s) will be used on reverse side. Black ink throughout for body copy.
- Size: 11" x 17"
- Changes: Print one flip card per home game. The deadline for copy will depend on previous game's date.
- Type: To be determined.
- Paper Stock: To be printed on 100# cover stock.
- Quantity: Approximately 2,000 each per home game. Exact number to be mutually determined.
- Should University or Contractor desire to make any changes to the specifications herein stated, University shall retain the right to approve any and all changes.

(c) Men's Soccer; Women's Soccer

- The University desires to produce game program for men's soccer and women's soccer. Depending on season schedule, some programs may include more than one game.
- Respondents are encouraged to suggest a program format acceptable to the University.

6.0.4.6 Sale of Programs:

Contractor will establish the cover price of the program and roster card after consultation with University. Otherwise, Contractor has the right to market programs and roster cards in any manner deemed appropriate. Contractor further agrees to be responsible for organization, sales and security of programs at all home football games and home basketball games under the following provisions:

(a) Contractor will hire, supervise and compensate all sales personnel, abiding by reasonable dress code or other procedures as set by University. These persons will be employees of Contractor and shall not be construed as employees of University.

(b) Contractor will retain all revenues from sales of the programs.

(c) For each football season, Contractor will provide on a complimentary basis to University for media and promotional purposes 850 programs for each home football game. For each men's basketball, women's basketball, men's soccer and women's soccer poster program each season, Contractor will provide on a complimentary basis 200 programs per each game/match.

(d) Contractor will be provided sufficient number of game day admission passes for sales staff. Additionally, Contractor will be provided sufficient number of parking passes for each of the football, volleyball and basketball home seasons.

6.0.5 Miscellaneous Printing Sponsorships:

The following additional print rights are available to the Contractor. University assumes all delivery and print costs for the opportunities listed below:

- Team schedule posters
- Team schedule cards

Note: Contractor is encouraged to develop additional printing sponsorships that may be mutually beneficial (i.e., team schedule magnets, all-sport seasonal pocket schedules, etc.) For other miscellaneous print opportunities proposed by the Contractor, the University's Program Manager must grant approval prior to presentation. Contractor will assume all delivery and print costs for other miscellaneous print opportunities it proposes.

6.0.6 Stadium and Arena Signage:

The University has several athletic facilities. A site visit (walk-through) will be provided for all interested parties following the pre-proposal conference.

If the University desires to add any signage or sponsorship opportunities outside those specifically listed below, the Contractor will be given first right of refusal for the rights to market such signage or sponsorship opportunities, and the University will negotiate with the Contractor, in good faith an agreement based on a financial arrangement comparable to the terms agreed to in this Contract. In the event that an agreement cannot be reached, University will retain the rights to such additional signage and may sell the inventory on its own behalf or under separate third party rights agreement.

6.0.6.1 Rentschler Field (football) sponsorship includes but is not limited to:

- Rights to the University's main and auxiliary scoreboard signage
- Facade and Concourse Signage;
- Temporary signage within stadium bowl;
- Message Center Displays;
- Public Address Announcements;
- FanFest (pregame interactive exhibit area);
- Video Board

NOTE: Rentschler Field is a facility owned by the State of Connecticut through its Office of Policy & Management and managed by a stadium operator, AEG. The University works closely with these entities on all matters pertaining to Rentschler Field, including any additions to signage.

6.0.6.2 Gampel Pavilion (on-campus basketball venue) sponsorship includes but is not limited to:

- Rights to the University's main and auxiliary scoreboard signage
- Electronic scorer's table signage;
- Facade and Concourse Signage;
- Temporary signage for events;
- Message Center Displays;
- Public Address Announcements;
- Video Board

6.0.6.3 XL Center (formerly Hartford Civic Center, state owned basketball facility) sponsorship includes:

- Electronic scorer's table signage;
- Temporary signage for events (press row);
- Message Center Displays;
- Public Address Announcements;
- Video Board

NOTE: XL Center is a facility owned by the State of Connecticut and managed by a stadium operator, AEG. Through its contract to utilize the facility, the University enjoys certain signage and promotional rights including those outlined above. It should be noted, however, that permanent building signage is sold by the stadium operator.

6.0.6.4 Other athletic venues:

Contractor will have rights for permanent and temporary signage in other athletic facilities. Contractor and University will agree upon any additions to signage already in facilities.

6.0.6.5 Responsibility of the Contractor:

The University will initiate, manage and oversee the purchase and installation of any new stadium, arena or other athletic venue signage. The Contractor will be responsible for the cost of replacement sponsorship panels. The University will assume all operating and maintenance costs associated with signage. Any improvements in current scoreboards and signage shall remain the property of University after the termination of this agreement.

The Contractor shall submit to University for review and approval drawings indicating the size, layout, color and location of any proposed sign or modification of existing signs. No sign or sign modification shall be installed prior to the review and approval of University.

The Contractor agrees to work within any established or future guidelines mandated by the NCAA, Conference or University signage guidelines, including those that are part of NCAA, Conference or University television rights agreements.

6.0.7 Game Day & Event Rights:

The Contractor will be provided with the right to solicit Game Day & Event opportunities surrounding University athletic contests. The Contractor will be responsible for making arrangements in conjunction with University athletic marketing personnel for pre-game, time-out, and halftime sponsored promotions, or stand alone athletic promotional events, including, but not limited to:

- Product displays
- Temporary Signage
- Sampling, couponing, and free product distribution to fans attending events
- Title sponsorships of athletic events
- Presenting sponsors
- Fireworks Shows
- Entertainment groups, national anthem, etc.
- Team tournament and special event sponsorships
- Corporate hospitality
- Men's Basketball Midnight Madness
- Women's Basketball SuperShow
- Football Blue-White Spring Game
- SoccerFest
- Giveaway items
- Fan contests on the field, floor or in the stands
- Game promotions
- Other related activities

6.0.7.1 Responsibility of the Contractor:

University will be responsible for implementing the Contractor’s event-related sponsorship commitments. The Contractor will be responsible for the production and cost of any items used for the event sponsorships. The Contractor agrees to work with the NCAA or Conference marketing rights holder to meet applicable guidelines.

The final event marketing arrangements and decisions will be at the discretion and approval of University. The Contractor must submit an annual event-marketing plan prior to each respective season that will be approved by University.

Staffing for event marketing will be the shared responsibility of the Contractor and University. Any expenses to staff events will be the responsibility of the Contractor. The Contractor will also be responsible for the sales, billings, and accounting for event marketing and any additional aspects as may be required.

The University reserves the right to use any pre-game, halftime or game time-out for its needs of promoting sports, University events or accomplishments, athletic related activities or other causes and/or sponsors of University.

6.0.8 Official Athletic Web Site Advertising Opportunities on UConnHuskies.com:

The Contractor is provided with the right to sell advertising opportunities on the University’s Official web site, UConnHuskies.com. Contractor will provide University a proposal on amount of web site advertising desired for sales purposes. University shall retain rights to reasonably limit advertising to maintain integrity of web site.

6.1 Current Contracts:

The following properties are currently under contract. Expiration dates are indicated. Contractor shall honor all existing contracts as specified below. Contractor is invited to suggest ways to manage these contracts and the revenues derived.

	<u>Expires</u>
1. People’s Bank(a)	June 30, 2012
2. Toyota(a)	June 30, 2012
3. WTIC – radio broadcast rights(a)	June 30, 2012
4. AT&T	June 30, 2012
5. Bozzutto’s (hospitality only)	June 30, 2012
6. Coca-Cola(a)	June 30, 2011
7. ING	June 30, 2011
8. Connecticut Lottery	June 30, 2010
9. ANC/State Farm	June 30, 2010
10. Big Y Foods(a)	June 30, 2010
11. Wachovia (hospitality only)	June 30, 2010
12. Centrian Life Insurance	June 30, 2009
13. Dunkin’ Donuts(a)	June 30, 2009
14. Oxford Health Plans	June 30, 2009
15. RICOH(a)	June 30, 2009
16. Powers, Inc.	June 30, 2009
17. Better Bedding	June 30, 2008
18. Bob’s Stores(a)	June 30, 2008
19. Hartford Courant	June 30, 2008
20. Konica/Minolta	June 30, 2008
21. Nerac	June 30, 2008
22. State Farm	June 30, 2008
23. Travelers	June 30, 2008
24. UConn Health Center(a)	June 30, 2008

25.	UPS(a)	June 30, 2008
26.	Xtramart	June 30, 2008
27.	Allstate	June 30, 2008
28.	Citgo (a)	June 30, 2008
29.	Mutual of Omaha	June 30, 2008
30.	Yankee Gas/CL&P	June 30, 2008

6.1.1 Exclusive contracts:

The sponsors noted above with (a) have exclusivity for their respective product or business category.

6.2 Available Inventory for Stadium and Arena Signage:

An inventory list of current signage is available for review by interested vendors covering the following athletic venues:

Rentschler Field
 Gampel Pavilion
 Morrone Stadium
 J.O. Christian Field
 Connecticut Softball Stadium
 George J. Sherman Family Sports Complex
 Mark Edward Freitas Ice Forum
 Swimming Pool
 Hugh S. Greer Fieldhouse

Section 7

Compensation Plan Sheet – Athletic Marketing/Media Property and Sponsorship Rights

7.0 For the purpose of comparability firms shall submit their compensation for marketing properties and other sponsorships. For your convenience a compensation sheet is provided in the below table. Compensation must be shown year by year and as a grand total. Evaluation of this section will be based on compensation offered to the University for Athletic Marketing/Media Property and Sponsorship Rights. The University desires a guaranteed compensation package paid to the University for five consecutive academic years beginning July 1, 2008 and extending through June 30, 2013. In addition, offerors may propose compensation for an additional five year term covering July 1, 2013 through June 30, 2018. Evaluation will be based on the periods from July 1, 2008 through June 30, 2018.

It is important for offerors to understand that the University desires a guaranteed payment plan and will more favorably evaluate a financial guarantee. However, the University recognizes that some offerors may wish to propose a different compensation structure to the University. For example, an offeror may wish to provide a “guarantee plus a commission percentage” to the University for sales above a certain level. An offeror may wish to provide the University with a “signing bonus” in addition to annual guarantee payments. If an offeror wishes to propose a creative, alternate form of compensation, it should be attached and included with explanation.

Contractors are also invited to propose other opportunities for Athletic Marketing/Media Property and Sponsorship Rights in addition to those specified herein, however the University shall consider them as options. These may include, but would not be limited to, naming rights for current or future athletic facilities. Worksheets may be used to provide additional information, such as the basis for determination, but evaluation will be based on information entered on this compensation sheet and/or any attached alternative compensation plan. Firms who are proposing other optional opportunities for Athletic Marketing/Media Property and Sponsorship Rights not specified below shall provide compensation in the same manner as the below table. Attachments are acceptable.

Guaranteed Compensation to the University

Athletic Marketing/Media Property and Sponsorship Rights:

- live radio game broadcasts for football, men’s basketball and women’s basketball (including pre-game and post-game shows)
- radio shows for football, men’s basketball and women’s basketball coaches
- television shows
- game programs for football, men’s basketball, women’s basketball, men’s soccer and women’s soccer
- stadium and arena signage
- miscellaneous printing sponsorships (schedule cards/posters, etc.)
- web site advertising inventory
- game sponsorships, promotions, contests and similar gameday activities

Compensation July 1, 2008 - June 30, 2009	Compensation July 1, 2009 - June 30, 2010	Compensation July 1, 2010 - June 30, 2011	Compensation July 1, 2011 - June 30, 2012	Compensation July 1, 2012 - June 30, 2013	Total 5-year Compensation 7/08 - 6/13
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<i>Compensation Optional</i> July 1, 2013 - June 30, 2014	<i>Compensation Optional</i> July 1, 2014 - June 30, 2015	Compensation Optional July 1, 2015 - June 30, 2016	Compensation Optional July 1, 2016 - June 30, 2017	Compensation Optional July 1, 2017 - June 30, 2018	Total 5-year Optional Compensation 7/13 - 6/18
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

TOTAL COMPENSATION: July 1, 2008 through June 30, 2018 = \$ _____

NOTE:

Please reference to “Section 6, 6.1 Current Contracts” which lists the Athletic Marketing/Media Property and Sponsorship Rights that are currently under contract. Firms are required to honor all existing contracts listed in “Section 6, 6.1 Current Contracts”.

As bidders prepare proposals, bidders must specify whether their proposal entails the “assumption” of all currently-held University sponsorships. In other words, bidders must specify whether the compensation packages include revenues derived from all current University contracts.

Section 8 Information Required From Respondents

Please format your response following the outline below.

8.1 COMPENSATION SECTION

This volume shall be in accordance with “Section 7. Compensation Plan Sheet – Athletic Marketing/Media Property and Sponsorship Rights.”

8.2 EXECUTIVE / MANAGEMENT SUMMARY

The executive/management summary shall include a capability of performance statement. This statement should demonstrate the contractor’s capability in providing the requirements and specifications of this RFP. Emphasis should be placed on the Offeror’s capability to provide the best value to the University, delivering a comprehensive and quality marketing rights program with national marketing, creating opportunities at all levels of marketing rights and sponsorships, in a variety of athletic programs, partnering and representing the best interests of the University and providing the most competitive compensation to the University for the right to market its properties and sponsorships.

8.3 COMPLIANCE WITH THE REQUIREMENTS AND SPECIFICATIONS

The information/items specified herein must be addressed in the proposal. The proposal must be expressly clear that it satisfies each point of the RFP requirements and specifications. Reference Section 5 – Statement of Work/Background/Requirements and Section 6 – Technical Specifications for Marketing/Media Sponsorship and Property Rights, Current Contracts and Available Inventory. Responses must not be simply YES or NO replies. Repeat the requirement and then indicate the response in **bold**. The offeror must describe how the proposed products and/or services satisfy the stated requirements and specifications. A Microsoft Word document will be made available in order to facilitate the responses.

Offerors are urged to read the requirements and specifications very carefully and to submit their questions, in writing, either at the pre-proposal conference or by the question due date. Misinterpretation of requirements and specifications by the offeror shall not relieve the offeror or eventual contractor of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

8.4 ACCOUNT REFERENCES AND PAST PERFORMANCE

Offerors must provide references as specified herein. Cited references must be able to confirm, without reservation, the offeror's ability to perform as specified in this solicitation. References, which demonstrate comparable projects, of similar scope and size, preferably projects with peer institutions should be provided. The offeror must use these references to support its proposal's viability. A minimum number of five references must be provided. Offerors are encouraged include both athletic department and institutional purchasing contacts for similar collegiate projects as well as a brief description of each project. In addition to the minimum of five references please include a listing of all of your current NCAA institution contracts along with length of contract term.

The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references or contact any known organization using the services supplied by the offeror or the offeror's subcontractors, to contact independent consulting firms for additional information about the offeror or the offeror's subcontractors, and to have members of the Evaluation Committee visit any or all of the reference sites for verification.

8.5 GENERAL MANAGER AND ORGANIZATION

Offerors shall identify the dedicated general manager who will be assigned to the University's account. The University expects that the general manager will be the point of contact for all communications and is accountable for the actions of the firm. The University will not accept a situation where one person is contacted for certain matters and another person for other matters, resulting in disjointed communications and a loss of efficiency.

Previous experience must include corporate marketing and promotions, sponsorship procurement and implementation, advertising sales, production and distribution of radio and television properties and sale of commercial inventory within broadcasts and telecasts, and production of high-quality printed publications. Minimum length of experience for the general manager and offeror is five years of continuous business. Please provide a resume of the general manager who will be assigned to the University account and who will call on the University.

Please provide a company/corporation organization chart and staffing profile including years of tenure for personnel. The organization should include principals, partners or corporate officers identifying key personnel who will be dedicated and committed to the University's account. Please provide resumes of the key personnel.

8.6 IMPLEMENTATION PLAN

Offeror shall provide a quality implementation plan for the project, identifying the distribution of broadcast and telecast products, sales plan and overall operational plan. The Offeror will be required to provide a plan that is well thought out, proactive and organized and one which demonstrates the highest quality of comprehensive and innovative services. Final acceptance of the implementation plan will be subject to the University's approval.

8.7 FINANCIAL VIABILITY

The Offeror must include a copy of its most current Annual Report or audited Statement of Financial Condition (include one copy only in the original Financial Volume). This document will be used to help make a determination of Contractor responsibility.

8.8 EXCLUSIONS OR EXCEPTIONS

Offeror shall use this section to identify any exclusions or exceptions to this Request for Proposal.

8.9 ADDITIONAL INFORMATION

Offeror shall use this section to include any additional information that was not specifically requested in this Request for Proposal that should be considered in the evaluation of the response.

Section 9 Agreement Format

The terms and conditions should be reviewed very carefully to insure full responsiveness to this RFP. The anticipated Sample Purchasing Agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any respondent to receive or examine any contract, document, form, or addendum will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Agreement.

The University of Connecticut reserves the right to reject any proposal response that does not comply with the State's contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.

Agreement to follow on next page.....

University of Connecticut



Purchasing Agreement For Athletic Marketing/ Media Property and Sponsorship Rights

This agreement is made and entered into by and between:

University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
hereinafter "University"

and

hereinafter "Contractor"

University Contact/Phone

Contractor Contact/Phone

Section 1

1.1. **Term:** This agreement between the **University** and the **Contractor** will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein for the following period:

Effective Date: _____ **End Date:** _____

1.2. **Maximum Amount Payable/Payment Terms:**
(Maximum Amount is in excess of \$ _____) – if difficult to determine

1.3. **Contractor Scope of Work:** **Contractor** agrees to provide the following Services:

1.3.1. **Summary of Services:**

1.3.2. **Detailed Contractor Responsibilities:**

1.4. **Contractor Deliverables/Methods:** **Contractor** agrees to provide Services in the manner described below:

1.5. **Service Location:** **Contractor** agrees to provide Services at/for the location described below:

1.6. **Contractor Work Schedule/Deadlines:** **Contractor** agrees to provide Services in the time frame described below:

1.7. **University Responsibilities:** **University** agrees to provide the following:

(Use additional pages as required, referencing page # and section)

Section 2 - State of Connecticut Required Terms and Conditions

As an Agency of the State of Connecticut (a sovereign entity) the **University** is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Attorney General.

- 2.1. Statutory Authority. Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. Insurance. The Contractor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
- 2.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- 2.5. Nondiscrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
 - (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
 - (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
 - (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
 - (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
 - (f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor

may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

2.6. Executive Orders 3, 17, 16 and 7C. For the purpose of this Section the word "Parties" is substituted for and has the same meaning and effect as if it read "Contractor and University" and references to "contractor" shall mean the "Contractor."

2.6.1 This Agreement is subject to the provisions of **Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

2.6.2 This Agreement is subject to the provisions of **Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The Parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

2.6.3 This Agreement is subject to the provisions of **Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that

(a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware if such work rules.

(e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

2.6.4 This Agreement is subject to the provisions of **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to this Contract, as part of the consideration hereof, agree that:

(a) The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

(1) A violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or

(2) Wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b) For purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

2.7. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice below:

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

- 2.8. Termination for Cause. The University may terminate any resulting contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement.
 - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
 - (d) The University shall be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - (e) Remedies Upon Default: In any case where the Contractor has failed to deliver or has delivered non-conforming goods or Services, the University shall provide a "Notice to Cure." If after notice the Contractor continues to be in default, the University may procure goods or Services as substitution from another source and charge the cost difference to the defaulting Contractor.
- 2.9. Termination for Convenience.
- (a) The University may terminate performance of work under the Contract in whole or in part whenever, for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - (b) This Agreement shall remain in full force and effect for the entire term of the contract period stated [in section ____] above unless cancelled by the University, by giving the Contractor written notice of such intention. The required number of days written notice is _____. In the event that the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
- 2.10. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- 2.11. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.
- 2.12. Additional Required Contractor Signature Authority, Affidavits and Certifications.
- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor.
 - (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at:
<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
 - (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at:
http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

THE UNIVERSITY OF CONNECTICUT:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGO Approval (*For Contracts Over \$50,000*)

By: _____

Date: _____

Print Name: _____

Title: _____

Section 10 References

Proposals should include five institutions, of similar or the same size, where your organization is currently in an Athletic Marketing/Media Property and Sponsorship Rights Agreement of the type you are proposing for the University of Connecticut. Please include name, e-mail address and telephone number of a contact person at each institution. **Reference checks will be performed electronically: please be sure the e-mail address provided is current and the reference has been notified of this forthcoming electronic transmission.**

Reference #1

Company	
_____	_____
Contact	Telephone No.
_____	_____
Title	Email

Reference #2

Company	
_____	_____
Contact	Telephone No.
_____	_____
Title	Email

Reference #3

Company	
_____	_____
Contact	Telephone No.
_____	_____
Title	Email

Reference #4

Company	
_____	_____
Contact	Telephone No.
_____	_____
Title	Email

Reference #5

Company	
_____	_____
Contact	Telephone No.
_____	_____
Title	Email

Section 11
Form of Proposal
RFP# KJ012508
Athletic Marketing/ Media Property and Sponsorship Rights

Date: February 29, 2008

TO: University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT. 06269-6076

1. The undersigned proposer, in response to our Request for Proposal for an Athletic Marketing/Media Property and Sponsorship Rights Contractor, having examined the proposal documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Proposer acknowledges receipt of the following addenda which are a part of the bidding documents:
_____, _____, _____, _____, _____, _____.
3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 120 days after the public bid opening.
5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
7. Payment Terms: _____

NAME _____ **DATE:** _____

PHONE #: _____ **FAX #:** _____

F.E.I.N. #: _____ **EMAIL:** _____

Section 12
Vendors Qualification Statement

All vendors are required to file this form, properly completed, WITH THEIR RESPONSE. Failure of a vendor to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their proposal. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name _____.

2. How many years has this organization been in business under its present business name?

Years? _____.

3. Indicate all other names by which this organization has been known and the length of time known by each name:

1. _____

2. _____

3. _____

4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

Commodity/Service _____

Years? _____

How many years in the Athletic Apparel, Footwear, Equipment and Accessories Business? _____

5. This firm is a: _____ Corporation _____ Partnership _____ Sole Proprietorship
_____ Joint Venture _____ Other
_____ Women Owned _____ Minority Business _____ Set Aside Contractor

6. **Provide names** all supervisory personnel, such as Principals and Supervisors, , who will be **directly** involved with the contract on which you are now a bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

Name	Years/supervisor	Telephone/Fax #'s
_____	_____	ph _____
Email _____		fx _____
_____	_____	ph _____
Email _____		fx _____

7. Sales Representative:

Name _____

Addresses _____

Telephone Number _____

Years of experience _____

8. Customer Representative:

Name _____

Addresses _____

Telephone Number _____

8. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:

(Attach additional sheet if necessary)

9. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

10. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.

1. _____ Attached 2. _____ N/A

Dated _____

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____

Toll Free Telephone _____

Email Address _____

Signature _____

(Print Name) _____

Title _____

Section 13 Directions

UNIVERSITY OF CONNECTICUT DIRECTIONS TO NORTH PARKING GARAGE

Directions from Hartford to Purchasing

1. Take **I-84 east** to **Exit 68**. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
2. Continue on **Rte 195 South**. It is about 7 miles to the Storrs UConn campus.
(You will come to the intersection of Rte 195 and Rte 32 after about 4 miles—proceed straight ahead. Next, you will come to the intersection of Rte 195 and Rte 44—this is known as Mansfield Four Corners. Continue straight ahead—the campus is about a mile away.)
3. As you enter the campus, there are dorms on your right and a large agricultural field on your left. At the bottom of the hill, get into the right hand lane and turn right at the traffic light onto **North Eagleville Road** (on your right at the corner is a church with a white steeple).
4. Proceed straight on North Eagleville Road until the **second traffic light**. At the second traffic light, turn right onto **North Hillside Road**. Building is on your left.

Directions from Bradley Airport (Hartford) to Purchasing

1. As you leave Bradley Airport, follow signs towards I-91 and take **I-91 South toward Hartford**.
2. From I-91 South, take **Exit 35A** onto **Rte 291 East towards Manchester**.
3. Rte 291 cuts across to I-84. Take **I-84 East towards Boston**.
4. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
5. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions from New York City/New Haven to Purchasing

1. From New York City, take **I-95 North to New Haven**. Then take **I-91 North towards Hartford**.
2. Just before Hartford, take **I-84 East towards Boston**.
3. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions from Boston to Purchasing

1. Take the **Mass Pike (Rte 90) West**.
2. Take the **Sturbridge Exit for I-84 towards New York City and Hartford**.
3. Continue on **I-84 West**. Take **Exit 68** off of I-84. Turn left at the end of the exit onto **Rte 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions to Parking Garage / Purchasing

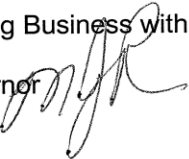
1. Once on **North Eagleville Road**, proceed straight until the **second traffic light**. At the second traffic light, turn left onto **North Hillside Road**. Then take the first left towards the **Parking Garage**.
2. Walk back the way you came, onto **North Hillside Road**. When you get to the traffic light (intersection of North Eagleville and North Hillside), cross the street and proceed straight ahead. Building is on your left.



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut
From: M. Jodi Rell, Governor 
Subject: State Ethics Policy
Date: September 28, 2004

As you are undoubtedly aware, state government is striving to improve how it conducts its business. The task force charged with analyzing the state contracting process recently recommended to me several areas which require improvement. I expect to implement a number of those recommendations. Your assistance is needed in order to facilitate change.

While the state ethics code does not prohibit gifts to state employees altogether—for example, the law permits employees to accept a gift in celebration of a major life event and up to \$50 per calendar year in food and beverage—the intent of the code is clear. State employees should not just avoid impropriety, but even the mere appearance of impropriety, and should forego accepting gifts from those with whom the state does business.

I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee's agency or department. Vendors and prospective vendors are also prohibited from knowingly giving gifts to state employees in violation of this section.

My request to you is this, no matter how well-intentioned or appreciative you may be of an employee's assistance, I would ask that you refrain from offering a state employee a gift of any kind, including, but not limited to, meals and beverages. Offering a gift to an employee puts the employee in the rather uncomfortable position of having to decline the gift or ascertain its monetary value and consult with an attorney and/or the state Ethics Commission.

I expect—and indeed the residents of this state deserve—state government employees to adhere to the highest ethical standards, which may entail more stringent practices than even the ethics code provides. With your assistance, the state should be well on its way to restoring the public's faith in state government.

I would appreciate it if you would communicate this message to your employees. Thank you for your cooperation and understanding.

STATE CAPITOL, HARTFORD, CONNECTICUT 06106
TEL: (860) 566-4840 • FAX: (860) 524-7396
www.state.ct.us/governor

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____

PART III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
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PART IV - Bidder Employment Information

Date:

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination	
SOURCE	YES	NO	% of applicants provided by source				
State Employment Service					Work Experience		
Private Employment Agencies					Ability to Speak or Write English		
Schools and Colleges					Written Tests		
Newspaper Advertisement					High School Diploma		
Walk Ins					College Degree		
Present Employees					Union Membership		
Labor Organizations					Personal Recommendation		
Minority/Community Organizations					Height or Weight		
Others (please identify)					Car Ownership		
					Arrest Record		
					Wage Garnishments		

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

NON-DISCRIMINATION CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I _____, _____ of
(signer's name) (signer's title)
_____, an entity lawfully
(name of entity)
organized and existing under the laws of _____, do
(name of state or commonwealth)
hereby certify that the following is a true and correct copy of a resolution adopted on the ____ day of ____
_____, 20__ by the governing body of _____
_____, in accordance with all of its documents of governance
(name of entity)
and management and the laws of _____,
(name of state or commonwealth)

and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That _____ hereby adopts as its
(name of entity)
policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of _____, 20____.

(Authorized Signature)

(Print Name)

(Title)



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 200__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court
or Notary Public



STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency