

**REQUEST FOR PROPOSALS
(VOLUME I)**

FOR

**VARIOUS MANAGEMENT, OPERATIONAL,
AND PROMOTIONAL SERVICES**

Volume 1

**Convention Center Building Management
Convention Center Sales and Marketing
Stadium Building Management
Stadium Event Booking
Stadium Marketing and Sponsorship**

Volume 2

Convention Center Catering and Concessions

For the

**CONNECTICUT CONVENTION CENTER
HARTFORD, CT**

and the

**STADIUM AT RENTSCHLER FIELD
EAST HARTFORD, CT**

November 2, 2009

Key Dates:

November 10, 2009 – Pre-Bid Meeting

November 30, 2009 – Proposals Due

**A Public Solicitation Made by the
State of Connecticut, Office of Policy and Management
and the Capital City Economic Development Authority**

DOCUMENT INDEX

I.	Introduction	Page 2
II.	Project Description	Page 5
III.	Scope of Services, Submittal Requirements & Selection Criteria	Page 7
	A. Convention Center Building Management	Page 8
	B. Convention Center Sales and Marketing	Page 18
	C. Stadium Building Management	Page 26
	D. Stadium Event Booking	Page 37
	E. Stadium Marketing and Sponsorship	Page 42
IV	Selection Schedule	Page 49
V.	Rights Reserved to State	Page 50
VI.	RFP Conditions	Page 52

Exhibits

Exhibit A	Submittal Checklist	Page 57
Exhibit B	Respondent Information	Page 58
	• OPM Vendor/ Bidder Profile Sheet	
	• Agency Vendor Form	
	• Taxpayer Identification Number & Certification Form	
Exhibit C	Consulting Agreement Affidavit	Page 65
Exhibit D	Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban	Page 66
Exhibit E	Gift and Campaign Contribution Certification	Page 68
Exhibit F	Nondiscrimination Certifications	Page 70
Exhibit G	Contract Compliance Package	Page 72
	• Notification to Bidders Form	
	• Bidder Contract Compliance Monitoring Report	
Exhibit H	Stadium Compensation Proposal Form	Page 87

Appendices

Appendix I	Revised IRS Guidelines Applicable to Management Contracts Involving Use of Bond-Financed Facilities	Page 90
Appendix II	Conflict of Interest Statute	Page 95
Appendix III	Stadium Private Activity Areas	Page 96

Request for Proposals for Various Management, Operational, and Promotional Services for the Connecticut Convention Center and the Stadium at Rentschler Field

I. INTRODUCTION

The State of Connecticut, Office of Policy and Management (“OPM”) and the Capital City Economic Development Authority (the “Authority” or “CCEDA”) (collectively, the “State”) are seeking proposals from qualified and experienced firms interested in providing various management, operational and promotional services for the Connecticut Convention Center in Hartford, Connecticut and the Stadium at Rentschler Field in East Hartford, Connecticut.

Interested firms have the option of submitting proposals for one or more of the following services contained in Volume I and/or Volume II of this RFP:

Volume I

- a) Convention Center Building Management (including event booking)
- b) Convention Center Sales and Marketing
- c) Stadium Building Management
- d) Stadium Event Booking
- e) Stadium Marketing and Sponsorship

Volume II

- f) Convention Center Catering and Concessions

It is the State’s intention to enter into separate agreements with selected firms for each of the services outlined above; however, we reserve the right to combine contractual services where appropriate. It is also the State’s intention that CCEDA will hold the building management contracts for the Convention Center, while OPM will hold the building management contract for the Stadium at Rentschler Field.

It is CCEDA’s preference that the selected convention center building management firm hold the contracts for convention center catering and concessions, as well as, sales and marketing; however, we would entertain proposals for alternative contractual relationships.

It is the State’s preference that the selected Stadium building management firm hold the contracts for Stadium event booking and Stadium marketing/sponsorship; however, we would entertain proposals for alternative contractual relationships.

State Contact Information

The official contact person for the purposes of this RFP is

Mr. Anthony L. Lazzaro Jr., Deputy Director/General Counsel
Capital City Economic Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819
Telephone: (860) 493-2905
Fax: (860) 527-0133
Email: alazzaro@cceda.net

All communications with the State regarding this RFP must be directed to Mr. Lazzaro.

All communications with the OPM, CCEDA or any person representing OPM or CCEDA concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by respondents or their representatives may result in disqualification or other sanctions, or both.

Letter of Intent

Interested firms should submit a letter of intent to Mr. Lazzaro by **November 9, 2009** acknowledging receipt of the RFP and informing the State of its intent to respond. Firms should also provide the name, address, telephone, email address and facsimile number of the individual who can address inquiries related to this RFP and the firm's proposal, and receive clarifications or addenda from the State.

Pre-Bid Meeting

Firms are strongly encouraged to attend a pre-bid meeting scheduled for **10 a.m. Eastern time on November 10, 2009** in Boardroom A at the Connecticut Convention Center, 100 Columbus Boulevard, 4th floor in Hartford. (Please note that this date is subject to modification; however, all potential respondents will be duly advised of such within an ample time period to adjust schedules if such should occur). The purpose of this meeting will be to answer any questions pertaining to the proposal documents and to tour the facilities. Tours of the Stadium at Rentschler Field will be available following the pre-bid meeting and Convention Center tour.

Questions and Amendments

All questions regarding this RFP and submission requirements must be directed, in writing, to the Official Contact by **November 18, 2009**. Written responses to all questions will be posted by **November 20, 2009** on the OPM website at www.ct.gov/opm and the CCEDA website at www.cceda.net.

Any amendments to this RFP will be posted on these websites and respondents are advised to periodically check the sites.

Additional Information

Supplemental materials to assist respondents in preparing their proposals are also available on the OPM website at www.ct.gov/opm and the CCEDA website at www.cceda.net.

These materials include:

1. Convention Event Schedules (three years past and two years forward).
2. Convention Center facility description, site plan and financial reports.
3. Convention Center Visitor Information Packet.
4. Convention Center Visitor Statistics.
5. Stadium financial reports.
6. Current management agreement for Convention Center.
7. Current management agreement for Stadium.
8. Current catering and concessions management agreement for Stadium
9. OPM – UConn Stadium Lease.
10. LAZ contract for Stadium parking management.
11. Sodexo contract for Stadium catering and concessions.

Additional information on the Convention Center is also available on that facility's website at: www.ctconventions.com. Additional information on the Stadium at Rentscher Field is also available on that facility's website at: www.rentschlerfield.com.

Proposal Deadline

Proposals submitted in response to this RFP must be submitted to the address below by 5:00 p.m. Eastern time on November 30, 2009.

Mr. Anthony L. Lazzaro Jr.
Deputy Director/General Counsel
Capital City Economic Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819

Presentation

Short-listed respondents should be prepared to attend individual presentations on December 17, 2009 at the Connecticut Convention Center. The exact time and room will be announced at a later date.

II. PROJECT DESCRIPTION

A. Connecticut Convention Center

Opened in 2005, the Convention Center is the largest, full-service convention facility between New York and Boston. The 540,000 square foot facility includes a 140,000 square foot exhibit hall, a 40,000 square foot ballroom and 25,000 square feet of meeting space. It is owned by the Capital City Economic Development Authority (“CCEDA”), a quasi-public agency of the State of Connecticut.

The Connecticut Convention Center is the anchor of the Adriaen’s Landing district, a \$775 million mixed-use development located along Hartford’s riverfront. The development includes the Connecticut Science Center, a Marriott hotel, related parking and an entertainment/ restaurant component (the “Front Street District”) under construction. The State is engaged in discussions with the Front Street District developer for Phase II of the development, which includes residential and entertainment/retail components.

Presently, CCEDA holds separate contracts with one manager for both the management services for the Convention Center (“Management Services”) and for its catering and concessions services (“Food Services”). The Management and Food Services employees at the Convention Center currently work under a collective bargain agreement; however, all parties are encouraged to respond to this RFP.

The Convention Center currently attracts and serves annually:

- Leisure visitors
- Motor coaches
- Conventions
- Meetings
- Banquets
- Sporting Events
- Consumer shows
- Events

The Convention Center aggressively pursues the following markets:

- Leisure
- Group tours
- Association business
- Corporate
- Government
- SMERF (Society, Military, Educational, Religious, and Fraternal)
- Special events

Additional information on the Connecticut Convention Center can be found at www.ctconventions.com.

B. Stadium at Rentschler Field

Completed in 2003, the Stadium at Rentschler Field is a State-owned, oval open-air facility occupying approximately 8.5 acres of the State-owned 75-acre parcel at Rentschler Field in East Hartford, Connecticut. The total Stadium capacity is 40,642, consisting of 38,110 permanent seats with an additional 2,532 standing room capacity in the scoreboard plaza. The Stadium has been designed with expansion capability to 50,000 seats.

The Stadium has been designed to meet or exceed NCAA Division 1-A requirements for football, and can also accommodate other turf events such as soccer, rugby and lacrosse. The field meets FIFA requirements and has played host to international competition. The Stadium serves as the home of the University of Connecticut ("UConn") Husky football program, and hosts other athletic, cultural, entertainment and civic events as well. An indoor clubroom capable of seating 500 people in a banquet setting is available for year-round catering activities, group meetings and other functions.

The Stadium bowl surrounds the natural grass playing surface which is 26 feet below grade level. The lower bowl completely surrounds the Stadium, while the upper bowl is open on the northwest side. A wide concourse area, which separates the upper and lower bowls, is surrounded on its perimeter by concession stands and restroom facilities.

The southwest side of the Stadium is framed by the "Tower", a dramatic five-story structure which houses the club seating and clubroom area, 38 suites, press facilities and media/broadcast rooms. Additional facilities, including administrative areas, locker rooms and storage, are located in the below-grade service level on the southeast side of the facility.

Parking for approximately 4,500 cars is currently provided on the State parcel, and an additional 6,500 parking spaces are available for major events utilizing a long-term parking lease from United Technologies Corporation ("UTC"), which owns the balance of Rentschler Field. On October 30, 2009, the State and UTC both executed an option for the transfer of additional land to the State to accommodate 6,500 permanent parking spaces. It is anticipated that the parties will close on this transaction by November 16, 2009.

Additional information on the Stadium at Rentschler Field may be found at www.rentschlerfield.com.

III. SCOPE OF SERVICES, SUBMITTAL REQUIREMENTS & SELECTION CRITERIA

As noted above, interested firms have the option of submitting proposals for one or more of the following services:

- A) Convention Center Building Management (including event booking)
- B) Convention Center Sales and Marketing
- C) Stadium Building Management
- D) Stadium Event Booking
- E) Stadium Marketing and Sponsorship
- F) Convention Center Catering and Concessions (see Volume II)

Detailed descriptions of these services appear in the following pages or within Volume II of this RFP, along with submittal requirements and selection criteria.

It is the State's intention to enter into separate agreements with selected firms for each of the services outlined above; however, we reserve the right to combine contractual services where appropriate. It is also the State's intention that CCEDA will hold the building management contract for the Convention Center, while OPM will hold the building management contract for the Stadium at Rentschler Field.

It is CCEDA's preference that the selected convention center building management firm hold the contracts for convention center catering and concessions, as well as, sales and marketing; however, we would entertain proposals for alternative contractual relationships.

It is the State's preference that the selected Stadium building management firm holds the contracts for Stadium event booking and Stadium marketing/sponsorship; however, we would entertain proposals for alternative contractual relationships.

Proposals for multiple services should clearly identify any additional savings and/or additional revenues to the State (i.e., reduction in fees or expenses, shared staff and resources, purchasing partnerships, economies of scale), which would result if they were selected for such multiple services. The additional savings/revenue should be discussed within the Additional Data section of the respective submissions.

A. Convention Center Building Management

1. Scope of Services

The firm selected to provide Convention Center building management services (including event booking) shall be prepared to perform its obligations in a prompt, diligent and professional manner consistent with other first-class public convention centers.

Respondents should have at least three (3) years of successful experience as sole and exclusive building manager in comparable convention centers, and/or other major public or private event venues with gross sales of at least four million dollars (\$4,000,000) or more per year per any one facility operated for the past five years.

The State expects the following standards to be achieved in managing the Convention Center:

Management – The selected firm shall provide professional management for all aspects of Convention Center operations. Resources should be expended efficiently and effectively, ensuring that the Convention Center and its assets are well maintained, in good order, clean, safe, and secure. Contractor shall work with the Authority to integrate Convention Center operations with other elements of Adriaen’s Landing, including the performance of minor maintenance within the Front Street District.

Transition – Develop and implement a short-term transition plan from the current management to the new manager.

Corporate Services - Provide corporate services including procedures, systems and manuals relating to accounting and fiscal controls, operating procedures, purchasing, employment and training manuals and materials, personnel practices and similar matters.

Booking – Contractor will be responsible for booking and scheduling of all events held at the Convention Center. All bookings and scheduling of events shall be in accordance with a Booking Policy approved by the Authority. Contractor shall work in collaboration with the Designated Marketing Agent (See below: Section B - Convention Center sales and marketing) to attract large conventions, tradeshow, consumer shows, exhibitions, conferences, banquets and sporting events.

Sponsorship - Contractor shall develop and recommend to the Authority for its approval a program for the sale of branding rights, pouring rights and other promotional tie-ins and trade-outs which shall state the objectives and establish guidelines for such arrangements. In all cases, such guidelines shall be designed to insure that such arrangements benefit the Authority by increasing Operating Revenues, reducing Operating Expenses or both.

Customer Services - Provide a high level of quality service to clients, exhibitors, and patrons of the Convention Center. Establish operational policies and vendor contracts to provide for all aspects of client and exhibitor event-related requirements.

Contract Negotiation/Administration - Negotiate and/or administer contracts for vendor-provided services. Services may include, but are not limited to, food services, sales and marketing, event staffing, security, electrical and utility services, telecommunication and data services, housekeeping, grounds keeping, parking, box office, and business center. All subcontracts shall be subject to review and approval by the State.

Revenue Opportunities: Assist the State in identifying and realizing new revenue opportunities.

Food Service: Supervise catering and concessions operations with the selected concessionaire.

Quality Control - Establish procedures to ensure that the selected building management firm and its subcontractors provide high-quality services.

Fiscal Services – Maintain all financial records, funds, and accounts in accordance with State accounting requirements; prepare monthly operational and capital reports and budgets. The selected building management firm will be expected to provide monthly projections on the annual operation expenses and revenues and to make every effort possible to maximize revenues and minimize expenses. The State shall have total access to all financial records related to these facilities at all times.

Reporting and Accountability

The selected Building Management firm shall maintain and provide monthly sales reports on all leads and booked business, including, but not limited to:

- A monthly analysis of space use by market segment.
- A monthly analysis of projected sales versus actual sales.
- A calendar of all booked business shall be maintained and accessible to all stakeholders.
- The selected firm(s) shall also provide an annual report to the State on sales, revenues, expenses, and overall performance for each facility.

Operational Services

The selected Building Management firm shall be required to perform the operational services listed below:

- Public relations, advertising, and promotional coordination
- Contract negotiation and administration.
- Coordination of event schedule in collaboration with selected event booking firm(s).
- Event coordination, production, staffing, and servicing.
- Facility operation and maintenance.
- Human resource, fiscal, and payroll services.
- Ancillary operational requirements provided within the current Management Agreement.

Media Relations: Assist the State in answering inquiries of news and entertainment media regarding upcoming Convention Center events and arranging for media access to events where allowed.

Security: Provide security services during events and at such times when the Convention Center is not in use. Tasks shall include cooperating with and assisting appropriate State and local public safety authorities with respect to the planning and implementation of the facility's security plan. The selected firm shall also be responsible for compliance with all applicable statutes, rules, regulations and orders of the Connecticut Departments of Homeland Security and Public Safety applicable to Convention Center operations.

Small and Minority Business Utilization: The selected firm shall assist the State in meeting statutory requirements (Connecticut General Statutes §4a-60g) with respect to the hiring of State-certified small and minority-owned businesses at the Convention Center. Tasks shall include quarterly reporting to the State on Convention Center utilization of such businesses.

Other Employment Preferences: The selected firm shall assist the State in meeting statutory requirements (Connecticut General Statutes §32-656) with respect to available and qualified residents of Hartford and East Hartford, as well as available and qualified members of minorities.

Web site: The selected firm shall be responsible for maintaining and updating the Convention Center's website.

Inventory: The selected firm shall be responsible for maintenance of a personal property inventory at the Convention Center in accordance with State requirements.

Cooperation: *The selected firm will be expected to provide close cooperation with the selected Food Services provider, garage parking facilities manager, as well as, the selected sales and marketing firm.*

Other: The selected firm shall be responsible for any other services or activities incidental to the normal and professional operation of the Convention Center or as otherwise requested by the State.

Bidders should note that the State requires that any contract for building management services for the Convention Center be in a form that satisfies the requirements of IRS Procedure 97-13 as it relates to management contracts for facilities financed with tax-exempt bond proceeds. A summary of this Procedure, provided by the State's bond counsel, appears in Appendix I.

2. Submittal Requirements

The proposer shall complete and submit one (1) original and nine (9) copies of its proposal documents. All submissions for Convention Center building management services (including event booking and marketing / sponsorship) must follow the required format and address all requirements listed in the prescribed order using the prescribed numbering system. Failure to follow the required format may result in disqualification of a submission.

All submissions must be signed by the proposer. Unsigned submissions will be rejected. Submissions transmitted by facsimile may not be accepted or reviewed.

A checklist to assist respondents has been provided in Exhibit A.

Section 1 – Cover Letter

The cover letter should include the following items:

- The identity of the proposing firm and any partners or consultants included as part of the response.
- The service or services for which the selected firm is interested in providing (i.e., Convention Center building management, Convention Center catering and concessions, Convention Center sales and marketing, Stadium building management, Stadium event booking, and/or Stadium marketing and sponsorship)
- The names of individuals involved in the preparation of the RFP response along with their relationship to the proposing firm.
- A statement confirming that the respondent has sole and complete responsibility for performing the services as defined in the RFP and any addenda issued to this RFP.
- A statement signed by a representative authorized to legally bind the respondent, which shall include an identification of the respondent as a corporation or other legal entity.

Section 2 – Table of Contents

Proposers must include a Table of Contents that lists sections and subsections with page numbers that follow the organization and sequence for this submission as required.

Section 3 – Respondent Information

Please complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas, however, each form satisfies a solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time. Copies of these forms appear in Exhibit B.

- a. OPM Vendor/Bidder Profile Sheet (OPM-A-15, June 2008)
- b. Agency Vendor Form (SP-26NB, May 2009)
- c. Taxpayer Identification Number and Certification Form (W-9)
- d. Contract Compliance Package
 - Notification to Bidders Form
 - Bidder Contract Compliance Monitoring Report

Section 4 – Organizational Profile

- a. Qualifications. Describe how your experience or special knowledge, skills or abilities meet the State's needs as outlined in this RFP.
- b. Summary of Relevant Experience. Provide a listing of comparable facilities for which the proposer currently provides building management services or has provided such services within the last three (3) years. Additionally, provide detailed information on the type of facility, annual attendance and scope of services provided. Include name, title, address, telephone, facsimile number and email address of the client contact or contract administrator.

Provide a comprehensive list of contracts that have not been renewed with your firm since 2004. Include name, physical address, and type of facility, plus the name, title, address, telephone, facsimile number and email address of the client contact or contract administrator.

- c. Organization Chart. Data describing the proposing firm's current organization date of incorporation, ownership, corporate office, number of years in business, size of business, services offered, operating philosophy and financial performance. Provide a diagram showing the hierarchical structure of functions and positions within the organization.
- d. Financial Condition. If the respondent is a firm or corporation, include the three (3) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If the submission has been in business for less than three (3), such respondent must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.
- e. References. Include the names of references that have contracted with the respondent for building management services. Provide the following information for each reference: name, title, name of organization, address and telephone number, as well as a brief description of the services provided if they are not included in the Summary of Relevant Experience.

Section 5 – Conflict of Interest

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-86 (see Appendix II). Please discuss any competing facilities connected to the proposer. Include any facilities in the State of New York or the greater New England region, regardless of size, and any facilities anywhere in the United States that are of such size or in such market as to compete with the Convention Center for booking events. Present a plan for preventing any conflict of interest in managing competing facilities.

Section 6 – Other State Forms

Please submit a **Consulting Agreement Affidavit** (Form 5) attesting to whether any consulting agreement has been entered into in connection with the bid or submission (See Exhibit C); and

a **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban** (Form 10) (See Exhibit D)

Please note that upon execution of the negotiated agreement, the selected respondent shall be required to complete the following forms. Copies of these forms are included in this RFP so proposing firms can review them prior to negotiations.

- **Gift and Campaign Contribution Certification** (Form 1) (See Exhibit E); and
- **Nondiscrimination Certification** (Form C or Form D) (See Exhibit F)

Section 7 – Overall Management Plan

- Describe how the Convention Center will be managed. Describe your firm's understanding of the State's project goals for the Convention Center and how your firm will achieve them.
- High-quality service and unique experience are essential to user satisfaction. Describe the experience your firm will provide users of the Convention Center.
- Describe (1) how the management function will be organized including information on the onsite management team; (2) how the management team will report to the State, including format and frequency; and (3) the functions performed by your management team.
- Suggest strategies that the State can use to measure operational performance of the Convention Center.
- Describe how the staff will be recruited, organized, and trained. Provide the listing of number and titles of full-time employees used in the operation of the facility. Please be specific about the proposed start dates (in general) for key staff members including the General Manager, the Business Manager, the Lead Event Coordinator, and other management positions.
- Describe the proposed approach to the overall operational plan. Propose an organizational chart for the facility showing divisions, departments, manager titles, and worker classifications. The chart should show the direct reporting relationships of the facility to the State. The chart should include and identify anticipated subcontractors, to the extent possible.
- Provide specific detail concerning how your firm will assist the State with developing policies, procedures, rate schedules, service pricing and lease or license agreement terms and conditions. In an addendum to the proposal, provide a sample of rules and regulations that would be provided to users of the facility. Provide a sample of the rate schedules used by all types of events. Provide a sample of a lease agreement, standard addenda, and any documents necessary.
- Describe a proposed approach to booking and scheduling events at the Convention Center in accordance with previously mentioned booking policy; promoting, advertising and overall marketing of these events. In an addendum to the proposal, provide samples of the booking and scheduling policies and procedures, as well as a sample contract with a facility user for an event.
- Describe proposed approach for a working relationship as it relates to marketing, booking (in accordance with established booking policy) and scheduling.

Section 8 - Operational Services

- Describe the proposed approach to event coordination, production, staffing, and servicing. Provide a sample event work order for one event. Provide a sample of order forms for exhibitor services provided by your firm or your subcontractors.
- Describe the proposed approach to facility operation, maintenance, housekeeping, box office, parking, electrical services, and security services: include ability of your firm to maintain sophisticated technology systems throughout the Convention Center.
- Describe a proposed approach to human resources and payroll services. Describe the method to record employment and operating revenues, expenditures, and capital improvement budgets.
- Propose a budget approval and internal review process.
- Describe the proposed approach to all food service. Describe methods that will be employed to ensure the "highest quality" in food service and actions to be taken if the "highest quality" is not achieved.

Section 9 - Management Fee/Term

- Fixed Management Fee. In consideration of Manager's performance of its services hereunder, Owner shall pay Manger a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1st) Operating Year, the Fixed Management Fee for a term of five (5) years, cancellable after completion of the third year, commencing on July 1, 2010 through June 30, 2015, with agreement to provide services for management fees as proposed below and defined herein in accordance with the Building Management Contract Agreement and this Proposal Form, for each contract year. The base management fee will be for \$ _____ /year or an average management fee of _____ % of gross sales, whichever is less, payable by the Authority to the Contractor, monthly in arrears.
- Incentive Fee. In addition, an incentive management fee will be available to the Contractor whose total compensation shall not exceed \$ _____ /year or _____ % of net operating profit, whichever is less (percentages and dollar amount of incentive fee must be in compliance with IRS Revenue Procedure 97-13, See Appendix I). and is defined as follows:
 - o An annual average cost of operation over all facilities not to exceed _____ % - based on total revenues (less taxes) divided by the actual product costs as defined above.
 - o An annual average payroll cost over all operations (including food services) including benefits and associated payroll taxes not to exceed _____ %. This will include all payroll costs both variable and fixed including benefits and

associated payroll taxes for payroll directly related to serviced events. These costs include all staff and on-site full-time management. To arrive at this percentage, total revenues (less taxes) will be divided by the payroll costs.

- o Annual Gross Revenues of the building increasing at a minimum of 1.5%/year
- o If one of these incentives is met, Manager will receive ten (10) percent of the annual Incentive Management Fee, if two incentives are met the Manager will receive thirty (30) percent of the fee, and if three incentives are met Manager will receive one sixty (60) percent of the Incentive Management Fee and if all four incentives are met, the Manager will receive one hundred (100%) of the Incentive Management Fee.

The Incentive Management Fee shall be paid annually by the Authority in arrears, shall be invoiced at the end of each agreement year after audit and shall be paid within thirty (30) days of audit reconciliation; however, efforts shall be made to complete the annual audit within ninety (90) days of the end of the agreement year.

Section 10 – Additional Data

Provide any additional information, alternate fee proposals, or alternative contract durations, which the respondent wishes to bring to the attention of the State that is relevant to this RFP.

As noted above, a firm bidding on multiple services should identify in this section any additional savings and/or additional revenues to the State (i.e., reduction in fees or expenses, shared staff and resources, purchasing partnerships, economies of scale) which would result if they were selected for such multiple services.

3. Selection Criteria

The State desires to employ the best-qualified firm or firms who in its opinion will continuously provide top-quality service, product quality, and generally create goodwill within these high-quality facilities. As such, these criteria will be most important in the final selection process, and the right is reserved by the State to reject all proposals or any proposal for whatever reason including non-conformance with the proposal document formats as requested. The final decisions made by the State will be made in its overall best interests.

The following criteria shall be those utilized in the selection process. They are presented as a guide for the respondent in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

1. **EXPERIENCE, EXPERTISE, AND CAPABILITIES.** Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in Convention Center building management.

Proposals will be evaluated based upon the following criteria.

- The qualifications and competence of the firm to perform the requested services, including the employment of personnel who have significant relevant experience.
- Preference will be given to those firms whose personnel have significant experience in managing facilities similar in size and with similar service requirements as the Convention Center and can demonstrate knowledge of the potential of the Convention/Meeting Market and Sports and Entertainment Markets in the Hartford area.
- The past performance and the ability of the firm to successfully provide programming services for new facilities of similar type and size as demonstrated by evaluation of previous clients.
- Emphasis will be placed on quality of work; ability to meet financial objectives and success in achieving stated performance benchmarks.
- The past performance and the ability of the firm to successfully maximize sales at facilities of similar type and size as demonstrated by evaluation of previous clients.
- Emphasis will be placed on the ability to integrate with and sell the overall destination.
- The quality and feasibility of the proposal as demonstrated by the manner and methodology in which the firm will achieve the requirements in this RFP.
- Proposals will also be evaluated upon the firm's demonstrated knowledge of how to manage facilities similar in size and in type to the Convention Center and demonstrated understanding of the importance of successfully operating the Convention Center for the State.
- Consideration will be given to unique approaches, resources, and experiences of the firm that will further improve and ensure the success of the Convention Center.
- Emphasis will be placed on the creativity of the firm in maintaining and enhancing the financial strength of the facilities through unique approaches to resource allocation, facility utilization, and revenue generation.

2. REFERENCES

3. DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION

Regulations of Connecticut State Agencies Section 46a-68j-30(1) require an agency to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- the respondent's success in implementing an affirmative action plan;
- the respondent'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;
- the respondent's promise to develop and implement a successful affirmative action plan;
- the respondent's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and the respondent's promise to set aside a portion of the contract for legitimate minority business enterprises (see Exhibit G, Contract Compliance Package).

4. PRICE AND/OR FINANCIAL TERMS OF THE PROPOSAL

B. Convention Center Sales and Marketing

1. History

The Greater Hartford Convention and Visitors Bureau (“GHCVB”) has historically served as the umbrella sales and marketing organization for Greater Hartford’s hospitality industry, and the designated sales and marketing agent (the “Designated Marketing Agent” or the “Agent”) for the Convention Center. The GHCVB, amongst other things, was responsible for the development of a sales and marketing plan for the promotion of conventions, conferences, trade shows, meetings, exhibitions and sporting events for hotel properties and the Convention Center. The central responsibility of the Agent is to be the primary producer of business for the Convention Center and to work closely with the Convention Center manager in executing strategy for target sales and marketing efforts.

2. Scope of Services

The firm selected to provide Convention Center Sales and Marketing services shall be prepared to perform its obligations in a prompt, diligent and professional manner consistent with other first-class public convention centers.

Respondents should have at least three (3) years of successful experience as a designated marketing and sales agent for a comparable convention center, and/or other major public or private event venues with gross sales of at least four million dollars (\$4,000,000) or more per year per any one facility operated for the past five years.

The State expects the following standards to be achieved in providing sales and marketing services:

Management: The selected contractor shall employ and supervise personnel required for the management and operation of such firm and negotiate contracts that may be required in the employment of such personnel. Resources should be expended efficiently and effectively. Contractor shall prepare operational reports, budgets, and monthly projections on the annual operation expenses and revenues and to make every effort possible to maximize revenues and minimize expenses.

Travel and Expense Policy: The selected contractor shall draft and submit its Travel and Expense Policy to the Authority for its review and approval.

Fiscal Services – All financial records and accounts shall be maintained in accordance with State accounting requirements. The selected contractor shall have an annual audit performed by an independent CPA and submitted to the Authority no later than 120 days following the end of each fiscal year. The State shall have total access to all financial records related to these facilities at all times.

Sales and Marketing Plan: The selected contractor shall develop a sales and marketing plan for the promotion of conventions, conferences, trade shows, corporate meetings, exhibitions and sporting events for the Convention Center. Such plan should identify vertical and niche markets that are ideal for the Hartford markets such as health care, financial services, insurance and technology.

Familiarization Tours: The selected contractor shall arrange familiarization (“FAM”) tours of the Hartford area and the convention center facilities for key decision makers of various targeted organizations.

Transition – Develop and implement a short-term transition plan from the current management to the new manager.

Corporate Services - Provide corporate services including procedures, systems and manuals relating to accounting and fiscal controls, operating procedures, purchasing, employment and training manuals and materials, personnel practices and similar matters.

Booking: The Convention Center Manager will be responsible for booking and scheduling all events held at the Convention Center; however, the Contractor shall work in collaboration with the Convention Center Manager to generate leads and attract large conventions, tradeshow, consumer shows, exhibitions, conferences, banquets and sporting events.

Marketing – Contractor shall provide marketing activities, which shall be undertaken in a manner consistent with optimizing the use of the Convention Center. Contractor shall pursue an aggressive promotional campaign for the Convention Center in cooperation with the Convention Center Manager and, as appropriate, the Office of Tourism of the State of Connecticut and other City and State tourism campaigns to maximize the use of the facility, area hotels, and the destinations.

Revenue Opportunities: Assist the State in identifying and realizing new revenue opportunities.

Media Relations: Assist the State in answering inquiries of news and entertainment media regarding upcoming Convention Center events and arranging for media access to events where allowed.

Small and Minority Business Utilization: The selected firm shall assist the State in meeting statutory requirements (Connecticut General Statutes §4a-60g) with respect to the hiring of State-certified small and minority-owned businesses at the Convention Center. Tasks shall include quarterly reporting to the State on Convention Center utilization of such businesses.

Other Employment Preferences: The selected firm shall assist the State in meeting statutory requirements (Connecticut General Statutes §32-656) with respect to available and qualified residents of Hartford and East Hartford, as well as available and qualified members of minorities.

Cooperation: *The selected firm will be expected to provide close cooperation with the selected Convention Center Building Manager.*

Other: The selected firm shall be responsible for any other services or activities incidental to the normal and professional operation of the Convention Center or as otherwise requested by the State.

Bidders should note that the State requires that any contract for sales and marketing services for the Convention Center be in a form that satisfies the requirements of IRS Procedure 97-13 as it relates to management contracts for facilities financed with tax-exempt bond proceeds. A summary of this Procedure, provided by the State’s bond counsel, appears in Appendix I.

3. Submittal Requirements

The proposer shall complete and submit one (1) original and nine (9) copies of its proposal documents. All submissions for Convention Center building management services (including event booking and marketing / sponsorship) must follow the required format and address all requirements listed in the prescribed order using the prescribed numbering system. Failure to follow the required format may result in disqualification of a submission.

All submissions must be signed by the proposer. Unsigned submissions will be rejected. Submissions transmitted by facsimile may not be accepted or reviewed.

A checklist to assist respondents has been provided in Exhibit A.

Section 1 – Cover Letter

The cover letter should include the following items:

- The identity of the proposing firm and any partners or consultants included as part of the response.
- The service or services for which the firm is interested in providing (i.e., Convention Center building management, Convention Center catering and concessions, Convention Center Sales and Marketing, Stadium building management, Stadium event booking, and/or Stadium marketing and sponsorship)
- The names of individuals involved in the preparation of the RFP response along with their relationship to the proposing firm.
- A statement confirming that the respondent has sole and complete responsibility for performing the services as defined in the RFP and any addenda issued to this RFP.
- A statement signed by a representative authorized to legally bind the respondent, which shall include an identification of the respondent as a corporation or other legal entity.

Section 2 – Table of Contents

Proposers must include a Table of Contents that lists sections and subsections with page numbers that follow the organization and sequence for this submission as required.

Section 3 – Respondent Information

Please complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas, however, each form satisfies a solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time. Copies of these forms appear in Exhibit B.

- a. OPM Vendor Profile Form Sheet (OPM-A-15, June 2008)
- b. Agency Vendor Form (SP-26NB, May 2009)
- c. Taxpayer Identification Number and Certification Form (W-9)
- d. Contract Compliance Package
 - a. Notification to Bidders Form
 - b. Bidder Contract Compliance Monitoring Report

Section 4 – Organizational Profile

a. Qualifications. Describe how your experience or special knowledge, skills or abilities meet the State's needs as outlined in this RFP.

b. Summary of Relevant Experience. Provide a listing of comparable facilities for which the proposer currently provides sales and marketing services or has provided such services within the last three (3) years. Additionally, provide detailed information on the type of facility, annual attendance and scope of services provided. Include name, title, address, telephone, facsimile number and email address of the client contact or contract administrator.

Provide a comprehensive list of contracts that have not been renewed with your firm since 2004. Include name, physical address, and type of facility, plus the name, title, address, telephone, facsimile number and email address of the client contact or contract administrator.

c. Organization Chart. Data describing the firm's current organization date of incorporation, ownership, corporate office, number of years in business, size of business, services offered, operating philosophy and financial performance. Provide a diagram showing the hierarchical structure of functions and positions within the organization.

d. Financial Condition. If the respondent is a firm or corporation, include the three (3) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If the submission has been in business for less than three (3), such respondent must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

e. References. Include the names of references that have contracted with the respondent for building management services. Provide the following information for each reference: name, title, name of organization, address and telephone number, as well as a brief description of the services provided if they are not included in the Summary of Relevant Experience.

Section 5 – Conflict of Interest

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-86 (see Appendix II). Please discuss any competing facilities or entities connected to the proposer. Include any entities in the State of New York or the greater New England region, regardless of size, and any facilities anywhere in the United States that are of such size or in such market as to compete with the Convention Center for booking events. Present a plan for preventing any conflict of interest in managing competing facilities.

Section 6 – Other State Forms

Please submit a **Consulting Agreement Affidavit** (Form 5) attesting to whether any consulting agreement has been entered into in connection with the bid or submission (See Exhibit C); and

a **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban** (Form 10) (See Exhibit D)

Please note that upon execution of the negotiated agreement, the selected respondent shall be required to complete the following forms. Copies of these forms are included in this RFP so firms can review them prior to negotiations.

- **Gift and Campaign Contribution Certification** (Form 1) (See Exhibit E); and
- **Nondiscrimination Certification** (Form C or Form D) (See Exhibit F)

Section 7 – Overall Management Plan

- Describe how your firm will be managed. Describe your firm's understanding of the State's project goals for the Convention Center and how your firm will achieve them.
- Describe the experience your firm will provide to attract new business the Convention Center.
- Please describe (1) how the management function will be organized including information on the onsite management team; (2) how the management team will report to the State, including format and frequency; and (3) the functions performed by your management team.
- Suggest strategies that the State can use to measure the sales and marketing performance of your firm.
- Describe how the staff will be recruited, organized, and trained. Provide the listing of number and titles of full-time employees used in the sales and marketing of the facility. Please be specific about the proposed start dates (in general) for key staff members.
- Describe the proposed approach to the overall sales and marketing plan. Propose an organizational chart for your firm showing divisions, departments, manager titles, and worker classifications. The chart should show the direct reporting relationships of your firm to the State. The chart should include and identify anticipated subcontractors, to the extent possible.

- Provide specific detail concerning how your firm will assist the State with developing policies and procedures for the sales and marketing of the Convention Center.
- Describe a proposed approach to generating leads and scheduling events at the Convention Center in accordance with previously mentioned booking policy; promoting, advertising and overall marketing of these events. In an addendum to the proposal, provide samples of the booking and scheduling policies and procedures.
- Describe proposed approach for a working relationship as it relates to the management of the Convention Center, booking (in accordance with established booking policy) and scheduling.

Section 8 - Operational Services

- Describe the proposed approach to staffing and servicing the Convention Center's sales and marketing needs.
- Describe the proposed approach to facility sales and marketing services for the Convention Center.
- Describe a proposed approach to human resources and payroll services. Describe the method to record employment and operating revenues, expenditures, and capital improvement budgets.
- Propose a budget approval and internal review process.

Section 9 - Management Fee/Term

- Fixed Management Fee. In consideration of selected firm's performance of its services hereunder, Owner shall pay Contractor a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1st) Operating Year, the Fixed Management Fee for a term of five (5) years, cancellable after completion of the third year, commencing on July 1, 2009, through June 30, 2014, with agreement to provide services for management fees as proposed below and defined herein in accordance with the Building Management Contract Agreement and this Proposal Form, for each contract year.
- Alternate Fee Schedule. In addition to the above-referenced fixed management fee, Contractor may propose an alternative fee arrangement that is in compliance with IRS Revenue Procedure 97-13).

Section 10 – Additional Data

Provide any additional information, alternate fee proposals, or alternative contract durations, which the respondent wishes to bring to the attention of the State that is relevant to this RFP.

As noted above, a firm bidding on multiple services should identify in this section any additional savings and/or additional revenues to the State (i.e., reduction in fees or expenses, shared staff and resources, purchasing partnerships, economies of scale) which would result if they were selected for such multiple services.

4. Selection Criteria

The State desires to employ the best-qualified firm or firms who in its opinion will continuously provide top-quality service, product quality, and generally create goodwill within these high-quality facilities. As such, these criteria will be most important in the final selection process, and the right is reserved by the State to reject all proposals or any proposal for whatever reason including non-conformance with the proposal document formats as requested. The final decisions made by the State will be made in its overall best interests.

The following criteria shall be those utilized in the selection process. They are presented as a guide for the respondent in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

- 1. EXPERIENCE, EXPERTISE, AND CAPABILITIES.** Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in Convention Center sales and marketing.

Proposals will be evaluated based upon the following criteria.

- The qualifications and competence of the firm to perform the requested services, including the employment of personnel who have significant relevant experience.
- Preference will be given to those firms whose personnel have significant experience in the sales and marketing of convention centers of similar in size and with similar service requirements as the Connecticut Convention Center and can demonstrate knowledge of the potential of the Convention/Meeting Market and Sports and Entertainment Markets in the Hartford area.
- The past performance and the ability of the firm to successfully provide programming services for new facilities of similar type and size as demonstrated by evaluation of previous clients.
- Emphasis will be placed on quality of work; ability to meet financial objectives and success in achieving stated performance benchmarks.
- The past performance and the ability of the firm to successfully maximize sales at facilities of similar type and size as demonstrated by evaluation of previous clients.

- Emphasis will be placed on the ability to integrate with and sell the overall destination.
- The quality and feasibility of the proposal as demonstrated by the manner and methodology in which the firm will achieve the requirements in this RFP.
- Proposals will also be evaluated upon the firm's demonstrated knowledge of how to sell and market convention center of similar size and type to the Convention Center and demonstrated understanding of the importance of successfully operating the Convention Center for the State.
- Consideration will be given to unique approaches, resources, and experiences of the firm that will further improve and ensure the success of the Convention Center.
- Emphasis will be placed on the creativity of the firm in maintaining and enhancing the financial strength of the Convention Center, as well as facility utilization, and revenue generation.

2. REFERENCES

3. DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION

Regulations of Connecticut State Agencies Section 46a-68j-30(1) require an agency to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- the respondent's success in implementing an affirmative action plan;
- the respondent'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;
- the respondent's promise to develop and implement a successful affirmative action plan;
- the respondent's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and the respondent's promise to set aside a portion of the contract for legitimate minority business enterprises (see Exhibit G, Contract Compliance Package).

4. PRICE AND/OR FINANCIAL TERMS OF THE PROPOSAL

C. Stadium Building Management

1. Scope of Services

The firm selected to provide Stadium building management services shall be prepared to perform its obligations in a prompt, diligent and professional manner consistent with other first-class public and private stadia. Required services shall include:

Management – The selected firm shall provide professional management for all aspects of Stadium operations. Resources should be expended efficiently and effectively. The selected firm shall ensure that the Stadium and its assets are well maintained, in good order, clean, safe, and secure.

Transition – The selected firm shall develop and implement a short-term transition plan from the current management to the new manager.

Corporate Services – The selected firm shall provide corporate services including procedures, systems and manuals relating to accounting and fiscal controls, operating procedures, purchasing, employment and training manuals and materials, personnel practices and similar matters.

Marketing, Sponsorship and Booking – The selected firm shall work in collaboration with the selected marketing and sponsorship firm to aggressively market and promote the Stadium in a manner that will maximize the use of the facility, as well as area hotels and destinations. The selected building management firm shall assist in the development and implementation of marketing plans and strategies.

The selected building management firm shall maintain control over the master schedule for the facility, and work in collaboration with the selected event booking firm(s) and assist in the implementation of established booking policies.

Customer Services – The selected firm shall provide a high level of quality service to clients and patrons of the Stadium. It shall establish operational policies and enter into vendor contracts to provide for all aspects of client and event-related requirements.

Contract Negotiation/Administration – The selected firm shall negotiate and administer contracts for vendor-provided services. Services may include, but are not limited to, food services, event staffing, security, electrical and utility services, telecommunication and data services, housekeeping, grounds keeping, parking and box office. All subcontracts shall be subject to review and approval by the State.

Revenue Opportunities – The selected firm shall assist the State in identifying and realizing new revenue opportunities.

Food Service - The selected building management firm shall supervise catering and concessions operations currently provided by Sodexo Operations LLC under a contract scheduled to expire in June, 2013. (A copy of this contract is available on the OPM website at www.ct.gov/opm and the CCEDA website at www.cceda.net.)

The selected building management firm shall also assist the State in the selection of a successor concessionaire when such contract expires.

Fiscal Services – The selected firm shall maintain all financial records and accounts in accordance with State accounting requirements. The firm shall prepare operational reports and budgets. The selected building management firm will be expected to provide monthly projections on the annual operation expenses and revenues and to make every effort possible to maximize revenues and minimize expenses. The State shall have total access to all financial records related to the Stadium at all times.

Reporting and Accountability

The selected building management firm shall maintain and provide monthly sales reports on all leads and booked business, including, but not limited to:

- A monthly analysis of projected sales versus actual sales.
- A calendar of all booked business shall be maintained and accessible to all stakeholders.
- The selected firm(s) shall also provide an annual report to the State on sales, revenues, expenses, and overall performance for each facility.

Operational Services

The selected building management firm shall be required to perform the operational services listed below:

- Public relations, advertising, and promotional coordination.
- Contract negotiation and administration.
- Coordination of event schedule in collaboration with selected event booking firm(s).
- Event coordination, production, staffing, and servicing.
- Facility operation and maintenance.
- Human resource, fiscal, and payroll services.

Media Relations - The selected firm shall assist the State in answering inquiries of news and entertainment media regarding upcoming Stadium events and arranging for media access to events where allowed. Tasks shall include cooperating and coordinating with broadcast media and providing access to broadcast facilities and hook-ups and other in-house services at the Stadium for use by broadcast media as is customary at comparable facilities.

Security - The selected firm shall provide security services during events and at such times when the Stadium is not in use. Tasks shall include cooperating with and assisting appropriate State and local public safety authorities with respect to the planning and implementation of the Stadium's security plan. The selected firm shall also be responsible for compliance with all applicable statutes, rules, regulations and orders of the Connecticut Departments of Homeland Security and Public Safety applicable to Stadium operations.

Parking & Traffic - The selected firm shall supervise parking management services currently provided by LAZ Parking Ltd under a contract scheduled to expire in July, 2013. (A copy of this contract is available on the OPM website at www.ct.gov/opm and the CCEDA website at www.cceda.net.)

The selected firm shall also assist the State in the selection of a successor parking manager when such contract expires.

The selected firm shall also be responsible for implementation of the Stadium parking plan. Such parking plan shall include on-site and designated off-site parking for events, including parking locations, numbers of spaces, hours of operation, vehicle access and circulation, parking shuttle services, arrangements for "tailgating" (including RV areas, services and rules), signage, staffing, protection of pedestrians, overflow parking plans, emergency and lost car services and similar matters.

The selected firm shall also serve as a member of the Rentschler Field Traffic Management Team, created to address traffic issues in and around the Stadium during events. The Team is comprised of representatives of the State Departments of Public Safety and Transportation, the East Hartford Police and Fire Departments, the East Hartford Town Engineer, United Technologies, UConn Police, UConn Athletic Department and the State.

Event-Related Services - The selected firm shall be responsible for various event-related tasks, including:

- Provision of automated ticketing system, including ticket scanning capability.
- Installation of required equipment, fixtures, markings, sound and lighting systems, communications systems, staging, rigging and other event-specific requirements not otherwise provided by licensee; and
- Provision of all staff, ticket takers, ushers and other patron-related personnel required for event operations, including first-aid, emergency medical, and missing children services, other assistance to patrons generally and to those with disabilities in accordance with the requirements of the ADA.

Financial Management - The selected firm shall be responsible for establishment and maintenance of operating and revenue accounts established for the Stadium, accounts payable and accounts receivable, budget projections, maintenance of financial records, monthly and quarterly reporting to State and cooperation with State Auditors of Public Accounts, as required. Such firm shall also assist the State with the annual independent audit of Stadium accounts required under Connecticut General Statutes §32-657(g).

Administered Agreements - The selected firm shall act as the State's contract administrator with respect to certain agreements, including the lease which governs UConn use of the Stadium and the Stadium parking agreement with United Technologies, as well as agreements with various cell service providers to lease antenna space at the Stadium. A copy of the UConn lease is available on the OPM website at www.ct.gov/opm and the CCEDA website at www.cceda.net.

Maintenance - The selected firm shall be responsible for cleaning, maintenance and repair of the Stadium and grounds, including sweeping, power washing of seats, window cleaning, snow and ice removal, waste removal and recycling, pest management, painting, landscaping and maintenance and repair of all building systems and equipment, including HVAC, mechanical, electrical and plumbing systems, elevators, escalators, etc.. Such firm shall also be responsible for maintenance of the playing field and related systems and equipment, as well post-event maintenance of both on-site and off-site parking lots.

Environmental - The selected firm shall assist the State with care and preservation of open space on the Stadium site, care and maintenance of bike paths and other public facilities, if any, as may from time to time exist or be established on the Stadium site. Tasks shall include complying with applicable orders or requirements of, or agreements with, the State Department of Environmental Protection regarding use of the Stadium or the Stadium site.

Rules and Regulations - The selected firm shall review the current Stadium rules and regulations and recommend revisions as needed. Such rules and regulations shall address prohibited activities, restricted and controlled access to Stadium areas, noise levels for events complying with local noise ordinances, protection of the playing field, rules regulating alcoholic beverages, searches of attendees and contraband, use of seatbacks, conduct of attendees, tailgating, responsibility for loss or damage to the Stadium, use of equipment, security deposits, utilities, telecommunications and broadcasting and other matters customarily covered in rules and regulations governing use of comparable facilities.

UConn - Under its lease with the State, the University of Connecticut ("UConn") has certain rights at the Stadium with regard to scheduling of events and use of the facilities and the selected building management firm shall abide by the terms of such lease. Respondents should note that UConn is responsible for all marketing related to its events, as well as ticket, suite and Club Room sales and the selected firm will not be responsible for such tasks. (A copy of the UConn lease is available on the OPM website at www.ct.gov/opm and the CCEDA website at www.cceda.net.)

Neighborhood Relations - The selected firm shall assist the State in identifying and addressing the concerns of residents in the vicinity of the Stadium and the Town of East Hartford relating to the local impact of events.

Small and Minority Business Utilization - The selected firm shall assist the State in meeting statutory requirements (Connecticut General Statutes §4a-60g) with respect to the hiring of State-certified small and minority-owned businesses at the Stadium. Tasks shall include quarterly reporting to the State on Stadium utilization of such businesses.

Other Employment Preferences - The selected firm shall assist the State in meeting statutory requirements (Connecticut General Statutes §32-656) with respect to available and qualified residents of Hartford and East Hartford, as well as available and qualified members of minorities.

Standard Wage Rates – Respondents should note that for the purposes of Connecticut General Statutes §31-57f relating to standard wage rates for certain service workers, the stadium building management contract is a contract with the State of Connecticut. The selected building management firm, therefore, will be required to pay wages and benefits to all service workers employed by such firm at levels satisfying the requirements of Section 31-57f and to also comply with the reporting and other requirements of Section 31-57f.

Website - The selected firm shall be responsible for maintaining and updating the Stadium's website.

Inventory - The selected firm shall be responsible for maintenance of a personal property inventory at the Stadium in accordance with State requirements.

Other - The selected firm shall be responsible for any other services or activities incidental to the normal and professional operation of the Stadium or as otherwise requested by the State.

Respondents should note that the State requires that any contract for building management services for the Stadium be in a form that satisfies the requirements of IRS Procedure 97-13 as it relates to management contracts for facilities financed with tax-exempt bond proceeds. A summary of this Procedure, provided by the State's bond counsel, appears in Appendix I.

2. Submittal Requirements

The proposer shall complete and submit one (1) original and nine (9) copies of its proposal documents. All submissions for Stadium building management services must follow the required format and address all requirements listed in the prescribed order using the prescribed numbering system. Failure to follow the required format may result in disqualification of a submission.

All submissions must be signed by the proposer. Unsigned submissions will be rejected. Submissions transmitted by facsimile may not be accepted or reviewed.

A checklist to assist respondents has been provided in Exhibit A.

Section 1 – Cover Letter

The cover letter should include the following items:

- The identity of the proposing firm and any partners or consultants included as part of the response.
- The service or services for which the selected firm is interested in providing (i.e., Convention Center building management, Convention Center catering and concessions, Convention Center sales and marketing, Stadium building management, Stadium event booking, and/or Stadium marketing and sponsorship)

- The names of individuals involved in the preparation of the RFP response along with their relationship to the proposing firm.
- A statement confirming that the respondent has sole and complete responsibility for performing the services as defined in the RFP and any addenda issued to this RFP.
- A statement signed by a representative authorized to legally bind the respondent, which shall include an identification of the respondent as a corporation or other legal entity.

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1. OPM Vendor/Bidder Profile Sheet (OPM-A-15, June 2008)
2. Agency Vendor Form (SP-26NB, May 2009)
3. Taxpayer Identification Number and Certification Form (W-9)
4. Contract Compliance Package
 - a. Notification to Bidders Form
 - a. Bidder Contract Compliance Monitoring Report

Section 4 – Organizational Profile

1. Qualifications. Describe how your experience or special knowledge, skills or abilities meet the State's needs as outlined in this RFP.

2. Summary of Relevant Experience. Provide a listing of comparable facilities for which the respondent and/or its proposed management team currently provide building management services or have provided such services within the last three (3) years. Additionally, provide detailed information on the type of facility, annual attendance and scope of services provided. Include name, title, address, telephone, facsimile number and email address of the client contact or contract administrator.

Provide a comprehensive list of contracts that have not been renewed with your firm since 2004. Include name, physical address, and type of facility, plus the name, title, address, telephone, facsimile number and email address of the client contact or contract administrator.

3. Organization Chart. Data describing the firm's current organization date of incorporation, ownership, corporate office, number of years in business, size of business, services offered, operating philosophy and financial performance. Provide a diagram showing the hierarchical structure of functions and positions within the organization.

4. Financial Condition. If the respondent is a firm or corporation, include the three (3) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If the submission has been in business for less than three (3), such respondent must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

5. References. Include the names of references that have contracted with the respondent and/or its proposed management team for building management services. Provide the following information for each reference: name, title, name of organization, address and telephone number, as well as a brief description of the services provided if they are not included in the Summary of Relevant Experience.

Section 5 – Conflict of Interest

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-86 (see Appendix II).

Section 6 – Other State Forms

Please submit a **Consulting Agreement Affidavit** (Form 5) attesting to whether any consulting agreement has been entered into in connection with the bid or submission (See Exhibit C); and

a **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban** (Form 10) (See Exhibit D)

Please note that upon execution of the negotiated agreement, the selected respondent shall be required to complete the following forms. Copies of these forms are included in this RFP so firms can review them prior to negotiations.

- **Gift and Campaign Contribution Certification** (Form 1) (See Exhibit E); and
- **Nondiscrimination Certification** (Form C or Form D) (See Exhibit F).

Section 7 – Overall Management Plan

The current Stadium manager provides four (4) on-site employees at Rentschler Field, with most building services, including catering and concessions, parking, security and maintenance provided through specific subcontractors. Corporate services, such as payroll and invoice payment, are currently provided by the Stadium manager off-site.

- Describe your firm's vision for managing the Stadium. Describe your firm's understanding of the State's project goals for the Stadium and how your firm will achieve them.
- High-quality service and unique experience are essential to user satisfaction. Describe the experience your firm will provide users of the Stadium.
- Describe a plan for transitioning the Stadium from the current management to your firm, including relevant milestones.
- Describe your firm's short-term goals for the Stadium.
- Describe how the management function will be organized and provide a staff organizational chart. Include information on the onsite management team and the functions they will perform; Please be specific about the proposed start dates (in general) for key staff members.
- Suggest strategies that the State can use to measure operational performance of the Stadium.
- Describe the proposed approach to event coordination, production, staffing, and servicing.
- Describe how event staff will be recruited, organized, and trained.
- Provide specific detail concerning how your firm will assist the State with developing policies, procedures, rate schedules, service pricing and lease agreement terms and conditions.
- Describe the proposed approach to facility operation, maintenance, housekeeping, box office, parking, electrical services, and security services. Include ability of your firm to maintain sophisticated technology systems throughout the Stadium.
- Describe the proposed approach to human resources and payroll services. Describe the method to record employment and operating revenues, expenditures, and capital improvement budgets.
- Describe how your firm will assist the State in meeting its small- and minority-owned business hiring goals, as well as its goals related to the hiring of minorities and residents of Hartford and East Hartford.

- Indicate if your firm will make a capital investment in the Stadium facility and, if so, how much and for what purpose.
- Propose a budget approval and internal review process.
- Identify any value-added services and benefits your firm can provide.
- It is the State's intention to enter into multiple agreements similar in form to those currently in use at the Stadium, with modifications made to appropriately reflect the scope of services negotiated under this RFP. Please review the Stadium Management Agreement and Catering and Concessions Management Agreement and include any feedback in your proposal. (These agreements are available on the OPM website at www.ct.gov/opm and the CCEDA website at www.cceda.net.)
- Identify any issues or concerns.

Section 8 – Compensation and Term

Firms bidding only on Stadium building management services should complete Section A of the Stadium Compensation Proposal Form (Exhibit H). Firms bidding on Stadium building management and Stadium event booking and/or Stadium marketing and sponsorship should complete all applicable sections of the form.

The IRS guidelines for qualified management agreements (see Appendix I) provide for a variety of term options, however, it is the State's preference to enter into a five (5) year contract, cancellable after three (3) years. Please review the IRS guidelines and indicate on the Proposal Form the term period you are assuming when calculating compensation.

Section 9 – Additional Data

Provide any additional information which the respondent wishes to bring to the attention of the State that is relevant to this RFP.

As noted above, a firm bidding on multiple services should identify in this section any additional savings and/or additional revenues to the State (i.e., reduction in fees or expenses, shared staff and resources, purchasing partnerships, economies of scale) which would result if they were selected for such multiple services.

3. Selection Criteria

The State desires to employ the best-qualified firm or firms who in their opinion will continuously provide top-quality service, product quality, and generally create goodwill within these high-quality facilities. As such, these criteria will be most important in the final selection process, and the right is reserved by the State to reject all proposals or any proposal for whatever reason including non-conformance with the proposal document formats as requested. The final decisions made by the State will be made in its overall best interests.

The following criteria shall be those utilized in the selection process. They are presented as a guide for the respondent in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

1. **EXPERIENCE, EXPERTISE, AND CAPABILITIES.** Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in Stadium building management.

Proposals will be evaluated based upon the following criteria.

- The qualifications and competence of the firm to perform the requested services, including the employment of personnel who have significant relevant experience.
- Preference will be given to those firms whose personnel have significant experience in managing facilities similar in size and with similar service requirements as the Stadium and can demonstrate knowledge of the potential of the Sports and Entertainment Markets in the Hartford area.
- Emphasis will be placed on quality of work; ability to meet financial objectives and success in achieving stated performance benchmarks.
- The past performance and the ability of the firm to successfully maximize sales at facilities of similar type and size as demonstrated by evaluation of previous clients.
- Emphasis will be placed on the ability to integrate with and sell the overall destination.
- The quality and feasibility of the proposal as demonstrated by the manner and methodology in which the firm will achieve the requirements in this RFP.
- Proposals will also be evaluated upon the firm's demonstrated knowledge of how to manage facilities similar in size and in type to the Stadium and demonstrated understanding of the importance of successfully operating the Stadium for the State.
- Consideration will be given to unique approaches, resources, and experiences of the firm that will further improve and ensure the success of the Stadium.
- Emphasis will be placed on the creativity of the firm in maintaining and enhancing the financial strength of the facilities through unique approaches to resource allocation, facility utilization, and revenue generation.

2. REFERENCES

3. DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION

Regulations of Connecticut State Agencies Section 46a-68j-30(1) require an agency to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- the respondent's success in implementing an affirmative action plan;
- the respondent'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;
- the respondent's promise to develop and implement a successful affirmative action plan;
- the respondent's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and the respondent's promise to set aside a portion of the contract for legitimate minority business enterprises (see Exhibit G - Contract Compliance Package).

4. PRICE AND/OR OTHER FINANCIAL TERMS OF THE PROPOSAL

D. Stadium Event Booking

1. Scope of Services

The State reserves the right to select more than one firm to provide Stadium booking services, if such an arrangement is deemed to be in the best interest of the State. For example, the State may opt to select one firm to provide booking services for sporting events and another for entertainment events.

The selected booking firm or firms shall be responsible for booking and scheduling of all Stadium events, with first priority given to UConn Division I-A football games. Tasks shall include review of the current Stadium booking policy and revision as needed. Such booking policy shall include guidelines for rental rates and service fees, booking priorities, periods of availability, use restrictions and other terms and conditions of Stadium availability for events. The booking policy shall also include provision for a limited number of community, charitable and other public service events and shall reflect that the Stadium is an equal opportunity, multi-purpose facility with the goal of booking a diverse array of programs catering to an audience representative of the population of Connecticut without discrimination as to language, culture, content, race, nationality, religion, gender or sexual orientation.

The selected booking firm or firms shall collaborate with the selected Stadium building manager to maximize the appropriate use of the facility.

The Stadium typically hosts six (6) or seven (7) UConn football games, along with four (4) high school football games each year. The State is seeking to contract with a booking firm or firms who can maximize the use of the facility with a complement of major events, which will enhance the building's profitability and create positive economic drivers for the Hartford region.

Bidders should note that the State requires that any contract for Stadium event booking services be in a form that satisfies the requirements of IRS Procedure 97-13 as it relates to management contracts for facilities financed with tax-exempt bond proceeds. A summary of this Procedure, provided by the State's bond counsel, appears in Appendix I.

2. Submittal Requirements

Respondents shall complete and submit one (1) original and nine (9) copies of its proposal documents. All submissions for Stadium Event Booking services must follow the required format and address all requirements listed in the prescribed order using the prescribed numbering system. Failure to follow the required format may result in disqualification of a submission.

All submissions must be signed by the proposer. Unsigned submissions will be rejected. Submissions transmitted by facsimile may not be accepted or reviewed.

A checklist to assist respondents has been provided in Exhibit A.

Section 1 – Cover Letter

The cover letter should include the following items:

- The identity of the proposing firm and any partners or consultants included as part of the response.
- The service or services for which the firm is interested in providing (i.e., Convention Center building management, Convention Center catering and concessions, Convention Center sales and marketing, Stadium building management, Stadium event booking, and/or Stadium marketing and sponsorship)
- The names of individuals involved in the preparation of the RFP response along with their relationship to the proposing firm.
- A statement confirming that the respondent has sole and complete responsibility for performing the services as defined in the RFP and any addenda issued to this RFP.
- A statement signed by a representative authorized to legally bind the respondent, which shall include an identification of the respondent as a corporation or other legal entity.

Section 2 – Table of Contents

Proposers must include a Table of Contents that lists sections and subsections with page numbers that follow the organization and sequence for this submission as required.

Section 3 – Respondent Information

Please complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas, however, each form satisfies a solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time. Copies of these forms appear in Exhibit B.

- (b) OPM Vendor/Bidder Profile Sheet (OPM-A-15, June 2008)
- (c) Agency Vendor Form (SP-26NB, May 2009)
- (d) Taxpayer Identification Number and Certification Form (W-9)
- (e) Contract Compliance Package
 - 2. Notification to Bidders Form
 - 3. Bidder Contract Compliance Monitoring Report

Section 4 – Organizational Profile

- a. Qualifications. Describe how your experience or special knowledge, skills or abilities meet the State’s needs as outlined in this RFP.
- b. Summary of Relevant Experience. Provide a listing of comparable facilities for which the respondent and /or its proposed management team currently provide event booking services or have provided such services within the last three (3) years. Additionally, provide detailed information on the number and type of events booked, attendance and gross sales.

Provide a comprehensive list of contracts that have not been renewed with your firm since 2004. Include name, physical address, and type of facility, plus the name, title, address, telephone, facsimile number and email address of the client contact or contract administrator.

- c. Organization Chart. Data describing the firm's current organization date of incorporation, ownership, corporate office, number of years in business, size of business, services offered, operating philosophy and financial performance. Provide a diagram showing the hierarchical structure of functions and positions within the organization.
- d. Financial Condition. If the respondent is a firm or corporation, include the three (3) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If the submission has been in business for less than three (3), such respondent must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.
- e. References. Include the names of references that have contracted with the respondent and/or its proposed management team for event booking services. Provide the following information for each reference: name, title, name of organization, address and telephone number, as well as a brief description of the services provided if they are not included in the Summary of Relevant Experience.

Section 5 – Conflict of Interest

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-86 (see Appendix II).

Section 6 – Other State Forms

Please submit a **Consulting Agreement Affidavit** (Form 5) attesting to whether any consulting agreement has been entered into in connection with the bid or submission (See Exhibit C.); and

a **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban** (Form 10) (See Exhibit D)

Please note that upon execution of the negotiated agreement, the selected respondent shall be required to complete the following forms. Copies of these forms are included in this RFP so firms can review them prior to negotiations.

- **Gift and Campaign Contribution Certification** (Form 1) (See Exhibit E); and
- **Nondiscrimination Certification** (Form C or Form D) (See Exhibit F).

Section 7 – Event Booking Strategy

- Describe your firm’s proposed approach to booking and scheduling events at the Stadium, including promotion, advertising and overall marketing of these events.
- Describe the resources and experience your firm can provide in order to maximum the number of quality events at the Stadium.
- Describe a proposed approach for a working relationship between the entities responsible for event booking, marketing and scheduling at the Stadium.

Section 8 – Compensation and Term

Firms bidding only on Stadium event booking services should complete Section B of the Stadium Compensation Proposal Form (Exhibit H). Firms bidding on Stadium event booking and Stadium building management and/or Stadium marketing and sponsorship, should complete all applicable sections of the form.

Pursuant to IRS qualified management guidelines (see Appendix D), the contract with the selected event booking firm or firms will be for a three year term, with the potential for extensions.

Section 9 – Additional Data

Provide any additional information which the respondent wishes to bring to the attention of the State that is relevant to this RFP.

As noted above, a firm bidding on multiple services should identify in this section any additional savings and/or additional revenues to the State (i.e., reduction in fees or expenses, shared staff and resources, purchasing partnerships, economies of scale) which would result if they were selected for such multiple services.

3. Selection Criteria

The State desires to employ the best-qualified firm or firms who in their opinion will continuously provide top-quality service, product quality, and generally create goodwill within these high-quality facilities. As such, these criteria will be most important in the final selection process, and the right is reserved by the State to reject all proposals or any proposal for whatever reason including non-conformance with the proposal document formats as requested. The final decisions made by the State will be made in its overall best interests.

The following criteria shall be those utilized in the selection process. They are presented as a guide for the respondent in understanding the State’s requirements and expectations for this project and are not necessarily presented in order of importance.

1. **EXPERIENCE, EXPERTISE, AND CAPABILITIES.** Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in Stadium event booking.

Proposals will be evaluated based upon the following criteria.

- The qualifications and competence of the firm to perform the requested services, including the employment of personnel who have significant relevant experience.
- Preference will be given to those firms whose personnel have significant experience in providing event booking services at facilities similar in size and with similar service requirements as the Stadium.
- The past performance and the ability of the firm to successfully book events at facilities of similar type and size.
- The quality and feasibility of the proposal as demonstrated by the manner and methodology in which the firm will achieve the requirements in this RFP.
- Proposals will also be evaluated upon the firm's demonstrated knowledge of event booking in facilities similar in size and in type to the Stadium.
- Consideration will be given to firms with unique approaches, resources, and experiences to maximize the number of quality events at the Stadium.

2. **DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION**

Regulations of Connecticut State Agencies Section 46a-68j-30(1) require an agency to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- the respondent's success in implementing an affirmative action plan;
- the respondent'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;
- the respondent's promise to develop and implement a successful affirmative action plan;
- the respondent's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and the respondent's promise to set aside a portion of the contract for legitimate minority business enterprises (see Exhibit G - Contract Compliance Package).

3. **PRICE AND/OR OTHER FINANCIAL TERMS OF THE PROPOSAL**

E. Stadium Marketing and Sponsorship

1. Scope of Services

The selected marketing and sponsorship firm will be responsible for conducting all marketing and promotional activities with respect to the Stadium, excluding University of Connecticut (“UConn”) events, with the objective of maximizing revenue, utilization of the facility and attendance at events.

Tasks shall include the development and strategic implementation of a comprehensive Stadium marketing plan. The selected firm shall be responsible for the marketing and sale of advertising and promotional opportunities (e.g., signage, scoreboard and electronic advertising, print advertising on tickets, programs and other materials, and title sponsorship opportunities) to the extent these opportunities are not reserved to UConn. The selected firm shall also work to maximize event-related sponsorships in collaboration with licensees.

The selected firm shall be responsible for marketing and sale of suites and Club Room for non-UConn events. Such firm shall also be responsible for marketing and sale of advertising and promotional opportunities in connection with catering and concessions operations, including branding and pouring rights and similar food and beverage sponsorships, to the extent not reserved to the Stadium’s concessionaire or to UConn.

As noted above, certain advertising and sponsorship rights are reserved to UConn under the terms of the Stadium lease. (A copy of this lease is available on the OPM website at www.ct.gov/opm and the CCEDA website at www.cceda.net.) Pursuant to the lease, UConn has rights to the following, with rights to all other areas accruing to OPM:

- Main and auxiliary scoreboard signage
- Façade and concourse signage (with the exception of food and beverage signage in the concessions areas)
- Temporary signage within the Stadium bowl
- Public address announcements
- FanFest (pregame interactive exhibit area)
- Videoboard

The selected marketing and sponsorship firm shall respect any existing Stadium relationships with UConn partners, but may explore opportunities with UConn to mutual benefit of the parties.

The selected marketing and sponsorship firm shall also assist the State in developing a strategy for the sale of naming rights. Respondents should note that naming rights for the overall Stadium facility are not available for sale until 2018, pursuant to the Stadium’s implementing legislation and the UTC land donation agreement. This restriction, however, does not apply to discrete components of the facility.

Please note that OPM reserves the right to review and approve advertising and sponsorship agreements prior to execution. Certain categories of advertising may be deemed inappropriate by OPM.

2. Submittal Requirements

The proposer shall complete and submit one (1) original and nine (9) copies of its proposal documents. All submissions for Stadium Marketing and Sponsorship services must follow the required format and address all requirements listed in the prescribed order using the prescribed numbering system. Failure to follow the required format may result in disqualification of a submission.

All submissions must be signed by the proposer. Unsigned submissions will be rejected. Submissions transmitted by facsimile may not be accepted or reviewed.

A checklist to assist respondents has been provided in Exhibit A.

Section 1 – Cover Letter

The cover letter should include the following items:

- The identity of the proposing firm and any partners or consultants included as part of the response.
- The service or services for which the firm is interested in providing (i.e., Convention Center building management, Convention Center catering and concessions, Convention Center sales and marketing, Stadium building management, Stadium event booking, and/or Stadium marketing and sponsorship)
- The names of individuals involved in the preparation of the RFP response along with their relationship to the proposing firm.
- A statement confirming that the respondent has sole and complete responsibility for performing the services as defined in the RFP and any addenda issued to this RFP.
- A statement signed by a representative authorized to legally bind the respondent, which shall include an identification of the respondent as a corporation or other legal entity.

Section 2 – Table of Contents

Proposers must include a Table of Contents that lists sections and subsections with page numbers that follow the organization and sequence for this submission as required.

Section 3 – Respondent Information

Please complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas, however, each form satisfies a solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time. Copies of these forms appear in Exhibit B.

- a. OPM Vendor/Bidder Profile Sheet (OPM-A-15, June 2008)
- b. Agency Vendor Form (SP-26NB, May 2009)
- c. Taxpayer Identification Number and Certification Form (W-9)
- d. Contract Compliance Package
 - a. Notification to Bidders Form
 - b. Bidder Contract Compliance Monitoring Report

Section 4 – Organizational Profile

- **Qualifications.** Describe how your experience or special knowledge, skills or abilities meet the State's needs as outlined in this RFP.
- **Summary of Relevant Experience.** Provide a listing of comparable facilities for which the respondent and/or its proposed management team currently provide marketing and sponsorship services or have provided such services within the last three (3) years. Additionally, provide detailed information on the type of facility, annual attendance and scope of services provided. Include name, title, address, telephone, and facsimile number of the client contact or contract administrator.

Provide a comprehensive list of contracts that have not been renewed with your firm since 2004. Include name, physical address, and type of facility, plus the name, title, address, telephone, and facsimile number of the client contact or contract administrator.

- **Organization Chart.** Data describing the firm's current organization date of incorporation, ownership, corporate office, number of years in business, size of business, services offered, operating philosophy and financial performance. Provide a diagram showing the hierarchical structure of functions and positions within the organization.
- **Financial Condition.** If the respondent is a firm or corporation, include the three (3) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If the submission has been in business for less than three (3), such respondent must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.
- **References.** Include the names of references that have contracted with the respondent and/or its proposed management team for marketing and sponsorship services. Provide the following information for each reference: name, title, name of organization, address and telephone number, as well as a brief description of the services provided if they are not included in the Summary of Relevant Experience.

Section 5 – Conflict of Interest

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-86 (see Appendix II).

Section 6 – Other State Forms

Please submit a **Consulting Agreement Affidavit** (Form 5) attesting to whether any consulting agreement has been entered into in connection with the bid or submission (See Exhibit C); and

a **Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban** (Form 10) (See Exhibit D)

Please note that upon execution of the negotiated agreement, the selected respondent shall be required to complete the following forms. Copies of these forms are included in this RFP so firms can review them prior to negotiations.

- **Gift and Campaign Contribution Certification** (Form 1) (See Exhibit E); and
- **Nondiscrimination Certification** (Form C or Form D) (See Exhibit F)

Section 7 – Marketing and Sponsorship Strategy

- Describe your firm's proposed approach to marketing the Stadium.
- Describe your firm's proposed approach to securing sponsorships at the Stadium.

Section 8 – Compensation and Term

Firms bidding only on Stadium marketing and sponsorship services should complete Section C of the Stadium Compensation Proposal Form (Exhibit H). Firms bidding on Stadium marketing and sponsorship and Stadium building management and/or Stadium event booking, should complete all applicable sections of the form.

The State anticipates entering into a five year contract with the selected marketing and sponsorship firm, but would consider alternative term periods. Please indicate on the Proposal Form the contract term you are assuming when calculating compensation.

Section 9 – Additional Data

Provide any additional information which the respondent wishes to bring to the attention of the State that is relevant to this RFP.

As noted above, a firm bidding on multiple services should identify in this section any additional savings and/or additional revenues to the State (i.e., reduction in fees or expenses, shared staff and resources, purchasing partnerships, economies of scale) which would result if they were selected for such multiple services.

3. Selection Criteria

The State desires to employ the best-qualified firm or firms who in their opinion will continuously provide top-quality service, product quality, and generally create goodwill within these high-quality facilities. As such, these criteria will be most important in the final selection process, and the right is reserved by the State to reject all proposals or any proposal for whatever reason including non-conformance with the proposal document formats as requested. The final decisions made by the State will be made in its overall best interests.

The following criteria shall be those utilized in the selection process. They are presented as a guide for the respondent in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

1. **EXPERIENCE, EXPERTISE, AND CAPABILITIES.** Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in Stadium marketing and sponsorship.

Proposals will be evaluated based upon the following criteria.

- The qualifications and competence of the firm to perform the requested services, including the employment of personnel who have significant relevant experience.
- Preference will be given to those firms whose personnel have significant experience in providing marketing and sponsorship services at facilities similar in size and with similar service requirements as the Stadium.
- Emphasis will be placed on quality of work and ability to maximum revenue.
- The past performance and the ability of the firm to successfully maximize revenue at facilities of similar type and size as demonstrated by evaluation of previous clients.
- The quality and feasibility of the proposal as demonstrated by the manner and methodology in which the firm will achieve the requirements in this RFP.
- Proposals will also be evaluated upon the firm's demonstrated knowledge of marketing and sponsorship in facilities similar in size and in type to the Stadium.
- Consideration will be given to unique approaches, resources, and experiences of the firm that will further improve and ensure the success of the Stadium.

2. REFERENCES

3. DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION

Regulations of Connecticut State Agencies Section 46a-68j-30(1) require an agency to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- the respondent's success in implementing an affirmative action plan;
- the respondent'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;
- the respondent's promise to develop and implement a successful affirmative action plan;
- the respondent's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and the respondent's promise to set aside a portion of the contract for legitimate minority business enterprises (see Exhibit G - Contract Compliance Package).

4. PRICE AND/OR OTHER FINANCIAL TERMS OF THE PROPOSAL

F. Convention Center Catering and Concessions
(See Volume II of this RFP)

IV. SELECTION SCHEDULE

<u>ELEMENT</u>	<u>COMPLETED BY</u>
RFP Packages to Proposers.....	November 2, 2009
Letters of Intent Due.....	November 9, 2009
Pre-bid meeting with proposers	November 10, 2009
Questions due.....	November 18, 2009
Proposals due	November 30, 2009
Review of proposals and short list determined	December 7, 2009
Short list presentations.....	December 17, 2009
Review and selection	December 23, 2009
Negotiation/letter of intent to contract.....	December 29, 2009

Proposals submitted in response to this RFP must be submitted to the address below by 5:00 p.m. Eastern time on November 30, 2009.

Mr. Anthony L. Lazzaro, Jr.
Deputy Director/General Counsel
Capital City Economic Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819

Late submissions will not be accepted. The State shall not be responsible for misdirected or lost submissions.

No additions or changes to the original submission will be allowed after submittal. The State reserves the right, at its sole and absolute discretion, to request clarification or amplification of any information submitted under RFP process. The State, at its sole and absolute discretion, may allow respondents the opportunity to submit any missing information. Any costs or expenses associated with such requests shall be the sole responsibility of the respondent.

V. RIGHTS RESERVED TO THE STATE

The State reserves the right to award in part, to reject any and all submittals in whole or in part for misrepresentation or if the respondent is in default of any prior State contract, or if the bid or submission limits or modifies any of the terms and conditions and/or specifications of the RFP. The State also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State would be served.

The State reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a respondent and subsequently awarding the contract to another respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial respondent is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the proposer.

The State reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and firm(s) that, in the State's sole discretion, is in the best interests of the State.

1. The State reserves the right to:

- a. Amend, modify, or withdraw this RFP;
- b. Revise any requirements under this RFP;
- c. Require supplemental statements of information from any responding party;
- d. Extend the deadline for submission of responses hereto;
- e. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions and contained herein;
- f. Waive any nonconformity with this RFP;
- g. Request additional information or clarification of information provided in the response without changing the terms of the RFP;
- h. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked firm(s);

The State may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expenses of the bidder.

2. Nothing stated at any time, by any representative of the State, will effect a change in, or constitute an addition to, this RFP unless confirmed in writing by the State;
3. Firms responding hereto must agree to keep confidential their responses and any information received from the State;
4. The State shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release

information to the public must receive prior written approval from an authorized representative of the State;

5. Neither the State nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this RFP (including appendices). All respondents are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a response to the RFP is at the sole risk of the respondent;
6. All responses submitted must be the original work product of the respondent. The copying, paraphrasing, or other use of substantial portions of the work product of another respondent is not permitted. Failure to adhere to this instruction will cause the State to reject the response.

VI. RFP CONDITIONS

All respondents must be willing to adhere to the following conditions and must positively state this in the submission by completing the OPM Vendor/Bidder Profile Sheet (OPM-A-15, MAR-07).

- A. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
- B. All submissions in response to this RFP are to be the sole property of the State. Respondents are encouraged **NOT** to include in their submissions any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. The Connecticut Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by Connecticut General Statutes Section 1-210(b)(5)(A). Confidential information must be separated and isolated from other material in the submission and labeled **CONFIDENTIAL** and enclosed in a separate envelope.

If the respondent indicates that certain documentation, as required by this RFP, is submitted in confidence, by specifically and clearly marking said documentation as **CONFIDENTIAL**, the State will endeavor to keep said information confidential to the extent permitted by law. The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. As set forth below, the respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State or any of its staff have any liability for disclosure of documents or information in the possession of the State which the State or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the respondent submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the respondent and shall accompany the submission. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the respondent that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

- C. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the State.
- D. Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
- E. The respondent's submission shall remain valid for a period of 180 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- F. All proposed costs must be fixed through the period of the agreement. No cost submissions that are contingent on a State action will be accepted.
- G. The State may amend or cancel this RFP or modify the schedule, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's submission not being considered.
- H. The State retains the right to choose more than one respondent to enter into a process of competitive negotiation. It further reserves the right to reject any and all submissions from any or all respondents and to republish the RFP.
- I. Any costs and expenses incurred by respondents in preparing or submitting submissions are the sole responsibility of the respondent.
- J. A respondent must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the submission.
- K. No additions or changes to the original submission will be allowed after submission. While changes are not permitted, clarification of submissions may be required by the State at the respondent's sole cost and expense.
- L. Respondents may be asked to give demonstrations, interviews, presentations or further explanation to the RFP Selection Committee.
- M. The respondent represents and warrants that the submission is not made in connection with any other respondent and is in all respects fair and without collusion or fraud. The respondent further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the State participated directly in the respondent's submission preparation.
- N. All responses to the RFP must conform to this instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

- O. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or confer any rights on any respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the respondent and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful respondent is notified that the contract has been accepted and approved by the State. The contract may be amended only by means of a written instrument signed by the State and the respondent.
- P. Pursuant to Connecticut General Statutes § 4a-81, bids or submissions for state contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a **Consulting Agreement Affidavit** attesting to whether any consulting agreement has been entered into in connection with the bid or submission. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.
- Q. Pursuant to Connecticut General Statutes § 1-101qq, bids or submissions for a large state construction or procurement contract shall include an **Affirmation of Receipt of Summary of State Ethics Laws** affirming that the key employees of such respondent have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Pursuant to Connecticut General Statutes § 1-101qq, the respondent shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The respondent shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree

to comply with the provisions of the State ethics laws. The respondent shall supply such affirmations to OPM promptly.

- R. 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 (See Exhibit D).
- S. The State of Connecticut and the Authority are exempt from the payment of excise, transportation, and sales taxes therefore such taxes must not be included in the price quoted. Also, the price quoted will be applicable to the entire term of the contract and will not be subject to alterations without the prior written consent of the State of Connecticut or the Authority, respectively.
- T. The bidder must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the project must be approved by the respective State party, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the respective State party. At its discretion, a respective State party may require the removal and replacement of any of the bidder's personnel who do not perform adequately, regardless of whether they were previously approved by such party.
- U. The proposer accepts the State's administrative contracting requirements. Please see OPM Web site at www.ct.gov/opm. or CCEDA Web site at www.cceda.net.
- V. The proposer is willing furnish a facility bond and a performance bond if required by the State..

EXHIBIT A

SUBMITTAL CHECKLIST

EXHIBIT A
STATE OF CONNECTICUT, OFFICE OF POLICY & MANAGEMENT
AND THE CAPITAL CITY ECONOMIC DEVELOPMENT AUTHORITY
(Request for Proposals for Management and Operational Services)

Submittal Sheet

This completed sheet must accompany all submissions. As noted in the RFP, interested firms have the option of submitting proposals for one or more of the services listed in Volume I and/or Volume II. Respondents must indicate which services they would like to be considered for by completing the respective checklist(s) below and including such information in their submission. Should a respondent wish to provide one or more services listed below, their proposal should contain a separate packet containing each item listed for those particular services. Proposals for multiple services should clearly identify any additional savings and/or additional revenues to the State (i.e., reduction in fees or expenses, shared staff and resources, purchasing partnerships, economies of scale) which would result if they were selected for such multiple services. The additional savings/revenue should be discussed within the Additional Data section of the respective submissions.

VOLUME I

Conv. Center Building Management	Stadium Building Management	Stadium Booking	Stadium Marketing & Sponsorship
<input type="checkbox"/> Cover Letter <input type="checkbox"/> Table of Content <input type="checkbox"/> Respondent Information <input type="checkbox"/> Organization Profile <input type="checkbox"/> Conflict of Interest Statement <input type="checkbox"/> State Affidavits <input type="checkbox"/> Management Plan <input type="checkbox"/> Operational Services <input type="checkbox"/> CTCC Management Fee/Term <input type="checkbox"/> Additional Data	<input type="checkbox"/> Cover Letter <input type="checkbox"/> Table of Content <input type="checkbox"/> Respondent Information <input type="checkbox"/> Organization Profile <input type="checkbox"/> Conflict of Interest Statement <input type="checkbox"/> State Affidavits <input type="checkbox"/> Management Plan <input type="checkbox"/> Operational Services <input type="checkbox"/> Stadium Compensation Proposal <input type="checkbox"/> Form(s) (Exhibit H) <input type="checkbox"/> Additional Data	<input type="checkbox"/> Cover Letter <input type="checkbox"/> Table of Content <input type="checkbox"/> Respondent Information <input type="checkbox"/> Organization Profile <input type="checkbox"/> Conflict of Interest Statement <input type="checkbox"/> State Affidavits <input type="checkbox"/> Management Plan <input type="checkbox"/> Operational Services <input type="checkbox"/> Stadium Compensation Proposal <input type="checkbox"/> Form(s) (Exhibit H) <input type="checkbox"/> Additional Data	<input type="checkbox"/> Cover Letter <input type="checkbox"/> Table of Content <input type="checkbox"/> Respondent Information <input type="checkbox"/> Organization Profile <input type="checkbox"/> Conflict of Interest Statement <input type="checkbox"/> State Affidavits <input type="checkbox"/> Management Plan <input type="checkbox"/> Operational Services <input type="checkbox"/> Stadium Compensation Proposal <input type="checkbox"/> Form(s) (Exhibit H) <input type="checkbox"/> Additional Data

VOLUME I

Convention Center Sales and Marketing	Convention Center Catering & Concession Services
<input type="checkbox"/> Cover Letter <input type="checkbox"/> Table of Content <input type="checkbox"/> Respondent Information <input type="checkbox"/> Organization Profile <input type="checkbox"/> Conflict of Interest Statement <input type="checkbox"/> State Affidavits <input type="checkbox"/> Management Plan <input type="checkbox"/> Operational Services <input type="checkbox"/> CTCC Management Fee/Term <input type="checkbox"/> Additional Data	<input type="checkbox"/> Cover Letter <input type="checkbox"/> Table of Content <input type="checkbox"/> Respondent Information <input type="checkbox"/> Conflict of Interest Statement <input type="checkbox"/> State Affidavits <input type="checkbox"/> Organization Profile (Exhibit H) <input type="checkbox"/> Management Plan (Exhibit I) <input type="checkbox"/> Operational Services (Exhibit I) <input type="checkbox"/> Management Fee/Term (Exhibit J) <input type="checkbox"/> Remaining Schedules and Appendices <input type="checkbox"/> Additional Data

VOLUME II

EXHIBIT B

RESPONDENT INFORMATION

[PLEASE PROVIDE THE FOLLOWING]

- OPM Vendor Profile Form Sheet (OPM-A-15, June 2008)
- Agency Vendor Form (SP-26NB, May 2009)
- Taxpayer Identification Number and Certification Form (W-9)

OPM VENDOR/BIDDER PROFILE SHEET (Form OPM-A-15, Jun-08)

Complete Vendor/Bidder Name	Federal Employer Id Number/SSN
Vendor/Bidder Address	
Contact Person's Name	Telephone Number(s)
<p>AFFIRMATION OF VENDOR/BIDDER</p> <p>The undersigned Vendor/Bidder affirms and declares:</p> <p>1) That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the RFP. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> No RFP</p> <p>2) That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the RFP. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> No RFP</p> <p>3) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>4) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>ACKNOWLEDGEMENT OF VENDOR/BIDDER</p> <p>With regard to a State contract 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 undersigned expressly acknowledges:</p> <p>Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually	Date
Type or Print Name of Authorized Signator	Title of Signator

IF VENDOR/BIDDER IS A CORPORATION
What is the authority of signator to bind the Vendor/Bidder contractually? <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Corporate By Laws <input type="checkbox"/> Other (Please provide a written copy.)

Is your business income reportable to the IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No

Are you a DAS certified minority owned business? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, check all that apply. <input type="checkbox"/> Women Owned <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> American Indian <input type="checkbox"/> Disabled <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Asian <input type="checkbox"/> Other
--

Subject of RFP	Submission Due	Division	Date Issued

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	Requester's name and address (optional)
Address (number, street, and apt. or suite no.)	
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT C



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 applicable 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

EXHIBIT D

STATE OF CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION 20 Trinity Street Hartford, Connecticut 06106—1628

SEEC FORM 10

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 on page 2):

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.

Receipt acknowledged: _____
(signature) (date)

Print name: _____ Title: _____

Company Name: _____

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"

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (IV) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT E



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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name
Authorized Official

Signature of

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only	
OPM & CCEDA Awarding State Agency	August 1, 2009 Planning Start Date
CT Convention Center and Stadium at Rentschler Field RFP Contract Number or Description	

EXHIBIT F – Form C



**STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More**

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of

_____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

EXHIBIT F – Form D



**STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More**

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20____ by the governing body of _____,
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____, 20____.

Authorized Signatory Date

Printed Name

EXHIBIT G

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

CONTRACT COMPLIANCE PACKAGE

CONTENTS

I. CONTRACTOR/GRANTEE CONTRACT COMPLIANCE REQUIREMENTS

II. BIDDER'S PACKET

- The following forms are **MANDATORY** and must be completed and returned to this agency with the response to the Request for Proposal or the Grant Application.
 1. Notification to Bidders Form
 2. Bidder Contract Compliance Monitoring Report
- Definitions and descriptions to assist in completing the Bidder Contract Compliance Monitoring Report

III. PERTINENT STATUTES AND REGULATIONS OF THE STATE OF CONNECTICUT

- Non-Discrimination and Affirmative Action Provisions in State Contracts, C.G.S. Section 4a-60 through 4a-60a
- Department of Administrative Services, C.G.S. Section 4a-60g through 4a-60j
- Department of Economic and Community Development, C.G.S. Section 32-9n
- Commission on Human Rights and Opportunities, C.G.S. Sections 46a-56 and 46a-68
- Commission on Human Rights and Opportunities Administrative Regulations Sections 46a-68j-21 through 46a-68j-43 and Sections 46a-68k-1 through 46a-68k-8.

I.

**CONTRACTOR/GRANTEE
CONTRACT COMPLIANCE REQUIREMENTS**

OFFICE OF POLICY AND MANAGEMENT

CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, the Office of Policy and Management (OPM), must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- 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;
- 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
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide OPM with information about their organizations.

A package of information (see Section II. Bidder's Packet) is provided with forms (and instructions) that must be completed, signed by responsible parties and returned to OPM with the response to the Request for Proposal or with the Grant Application.

*PLEASE NOTE: If you indicate that you will be sub-contracting a portion of this contract, you will be sent further forms for completion as required in the contract compliance regulations.
Thank you for your cooperation.*

II.

BIDDER'S PACKET

OFFICE OF POLICY AND MANAGEMENT

**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.

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

Signature

Title

Date

On behalf of:

Vendor Name

Street Address

City

State

Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

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

(Revised 09/17/07)

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:

- (f) the bidder's success in implementing an affirmative action plan;
- (g) 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;
- (h) the bidder's promise to develop and implement a successful affirmative action plan;
- (i) 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
- (j) 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 bidder's 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.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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.

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.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

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

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.

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, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

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.

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..

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.

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.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<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

<p>Company Name Street Address City & State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-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__</p>
<p>Bidder Parent Company (If any)</p>	<p>- Bidder is certified as above by State of CT Yes__ No__</p>
<p>Other Locations in Ct. (If any)</p>	<p>- DAS Certification Number _____</p>

PART II - Bidder Nondiscrimination Policies and Procedures

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

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__

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											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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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III.

**PERTINENT STATUTES
AND REGULATIONS**

OF THE

STATE OF CONNECTICUT

CONNECTICUT GENERAL STATUTES

A. Current through Gen. St., Rev. to 1-1-09**

NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS IN CONTRACTS	
Statute Hyperlink	Description
<u>§ 4a-60.</u>	Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.
<u>§ 4a-60a.</u>	Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.
DEPARTMENT OF ADMINISTRATIVE SERVICES	
Statute Hyperlink	Description
<u>§ 4a-60g</u>	(Formerly § 32-9e) Set-aside program for small contractors, minority business enterprises, individuals with a disability and nonprofit corporations.
<u>§ 4a-60h</u>	(Formerly § 32-9f) Administration of set-aside program. Regulations. Access to competitive contracts outside of program guaranteed.
<u>§4a-60i</u>	(Formerly § 32-9g) Responsibilities of agency heads to negotiate and approve contracts not affected.
<u>§4a-60j</u>	(Formerly § 32-9h) Time for payment of contractors.
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT	
Statute Hyperlink	Description
<u>§32-9n</u>	Office of Small Business Affairs.
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES	
Statute Hyperlink	Description
<u>§ 46a-56</u>	Commission duties.
<u>§ 46a-68c</u>	Contractors required to file affirmative action plan. Certificate of compliance issued by commission. Revocation.

Statute Hyperlink	Description
<u>§ 46a-68d</u>	Public works contracts subject to affirmative action requirements. Conditional acceptance by commission. Advance filing of plan.
<u>§ 46a-68e</u>	Contractors and subcontractors required to file compliance reports.
<u>§ 46a-68f.</u>	Compliance reports to include labor union practices.
<u>§ 46a-68g.</u>	Prohibition re: contractors who have not satisfactorily complied with affirmative action requirements.
<u>§ 46a-68h.</u>	Hearing re: noncompliance.
<u>§ 46a-68i.</u>	Right of appeal.
<u>§ 46a-68j</u>	Regulations.

and

REGULATIONS OF CONNECTICUT STATE AGENCIES

TITLE 46A. HUMAN RIGHTS

A COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE

§ 46a-68j-21 -- § 46a-68j-43 and § 46a-68k-1 -- § 46a-68k-8.

For an electronic version of these regulations go to:

<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=326596&chroPNavCtr=#46078>

***** There may have been changes made to these statutes or regulations which are not reflected in this packet. Please consult your nearest library for the most recent version.***

EXHIBIT H
STADIUM COMPENSATION PROPOSAL FORM

SECTION A - COMPENSATION FOR STADIUM BUILDING MANAGEMENT SERVICES

Firms bidding on Stadium building management services should only complete this section. Firms bidding on Stadium building management and Stadium event booking and/or Stadium marketing and sponsorship, should also submit a second form with all of the appropriate sections completed.

As noted earlier in the RFP, the State requires that any contract for Stadium building management services be in a form that satisfies the requirements of IRS Procedure 97-13 as it relates to management contracts for facilities financed with tax-exempt bond proceeds. A summary of this Procedure, provided by the State's bond counsel, appears in Appendix I.

Compensation =

Base Management Fee: \$ _____ per year

Incentive Fee:

- Respondents should note that under IRS requirements, any Incentive Fee must be capped. (See Appendix D).
- Incentive Fee to be based on the following revenue for non-UConn events:
 - _____ % of Event Rental Income.

Additional Incentive Fee:

- It is the State's intention to negotiate a separate agreement to provide additional incentive compensation to the selected building management firm. Such agreement would not be subject to the IRS qualified managed contract limitations.
- Additional Incentive Fee to be based on the following revenue for non-UConn events:
 - _____ % of Concession Commissions¹, excluding alcohol.
 - _____ % of Net Parking Revenues.

Capital Investment:

- Capital Investment by Building Manager = \$ _____

Anticipated Contract Term: _____ years

¹ The State defines Concession Commissions as all commissions and fees paid by concessionaire based on proceeds from the sale of food, beverages, novelties and merchandise, as well as from merchandise rentals.

SECTION B - COMPENSATION FOR STADIUM EVENT BOOKING SERVICES

Firms bidding on Stadium event booking services should only complete this section. Firms bidding on Stadium event booking and Stadium building management and/or Stadium marketing and sponsorship, should also submit a second form with all of the appropriate sections completed.

As noted earlier in the RFP, the State requires that any contract for Stadium event booking services be in a form that satisfies the requirements of IRS Procedure 97-13 as it relates to management contracts for facilities financed with tax-exempt bond proceeds.(see Appendix I.)

- Compensation for Non-UConn Events = \$ _____ per attendee.
- Term = 3 years, with the potential for extensions (per IRS guidelines).

SECTION C - COMPENSATION FOR STADIUM MARKETING & SPONSORSHIP SERVICES

Firms bidding on Stadium marketing and sponsorship services should only complete this section. Firms bidding on Stadium marketing and sponsorship and Stadium building management and/or Stadium event booking, should also submit a second form with all of the appropriate sections completed.

- Compensation = Percentage of revenues from the following sources*:
 - _____% of Revenue from Stadium signage.
 - _____% of Advertising and promotional revenue from catering and concessions operations including revenues from branding and pouring rights and similar food and beverage sponsorships.
 - _____% of Revenues from the sale of event-specific temporary signage, scoreboard and electronic advertising, and title sponsorships.
 - _____% of Other advertising and promotional revenue from the use of Private Activity Areas, as approved by the State. (see Appendix III)
 - _____% of Revenue from advertising on programs, tickets and similar event-specific materials
 - _____% of Revenue from Luxury Suite and Stadium Club seat sales.

**Excludes advertising and promotional revenue reserved to UConn (see Article 8 of UConn Stadium lease) or retained by a licensee pursuant to the applicable License Agreement.*

- Capital Investment by Marketing & Sponsorship Firm = \$ _____
- Anticipated Contract Term = _____ years

CONVENTION CENTER COMPENSATION PROPOSAL FORM

LOCATED IN SECTION 9 – MANAGEMENT FEE/TERM ON PAGE 14 OF THE RFP.

Appendix I



LEGAL
COUNSEL
WORLDWIDE

SQUIRE, SANDERS & DEMPSEY L.L.P.

MEMORANDUM

Revised IRS Guidelines Applicable to Management Contracts Involving Use of Bond-Financed Facilities

In 1997, the Internal Revenue Service ("IRS") issued final regulations regarding the private business use of tax-exempt bond proceeds and bond-financed facilities. The final regulations generally apply to bonds issued on or after May 16, 1997.² The IRS also released Rev. Proc. 97-13 setting forth conditions under which management and other service contracts involving the use of bond-financed facilities will be treated as not giving rise to private business use of such facilities. Rev. Proc. 97-13 is effective for any management contract entered into, materially modified, or extended (other than pursuant to a renewal option) on or after May 16, 1997.³

In July 2001, the IRS released Rev. Proc. 2001-39 modifying and clarifying Rev. Proc. 97-13 effective for any management contract entered into, materially modified, or extended (other than pursuant to a renewal option) on or after July 19, 2001. In addition, an issuer may apply Rev. Proc. 2001-39 to any management contract entered into prior to July 9, 2001.

Management contracts may result in private business use.

Depending on the terms, a contract under which a private person provides management or other services to a governmental unit or a Section 501(c)(3) organization (or a contract that provides for an incentive payment) involving all or a portion of a bond-financed facility (hereinafter referred to as a "management contract") may result in private business use of that facility. Private business use of a bond-financed facility may preclude, or result in the loss of, tax-exempt status for interest on the bonds issued to finance the facility. Regs. § 1.141-3(b)(4)(i).

As under prior rules, a management contract generally will result in private business use if the contract provides for compensation based, in whole or in part, on a share of net profits from the operation of a bond-financed facility. Regs. § 1.141-3(b)(4)(i).

Certain arrangements treated as not giving rise to private business use.

The final regulations provide that the following types of arrangements generally will not be treated as management contracts that give rise to private business use:

² In addition, the final regulations may be applied in whole, or the management contract provisions alone may be applied, to bonds issued before May 16, 1997.

³ In addition, an issuer may apply Rev. Proc. 97-13 to any management contract entered into prior to May 16, 1997 without regard to whether the issuer also elects to apply the final regulations provisions relating to management contracts retroactivity to existing bonds.

1. Contracts for services that are solely incidental to the primary governmental function or functions of a financed facility (for example, contracts for janitorial, office equipment repair, hospital billing, or similar services);
2. The mere granting of admitting privileges by a hospital to a doctor, even if these privileges are conditioned on the provision of de minimis services, if those privileges are available to all qualified physicians in the area, consistent with the size and nature of the hospital facilities;
3. A contract to provide for the operation of a facility or system that consists predominantly of public utility property if the only compensation is the reimbursement of actual and direct expenses of the service provider and reasonable administrative overhead expenses of the service provider;
4. A contract to provide services if the only compensation is the reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties. Regs. § 1.141-3(b)(4)(iii).

IRS Guidelines Applicable to Management Contracts
Rev. Proc. 97-13, as mod. by Rev. Proc. 2001-39 (hereinafter, "Rev. Proc. 97-13")

1. ***Permissible compensation arrangements that do not result in private business use.***
 - a. ***15-year term -- 95% periodic fixed fee.*** At least 95% of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee, and the term of the contract, including all renewal options, does not exceed the lesser of (i) 80% of the reasonably expected useful life of the financed property, and (ii) 15 years. A one-time incentive award during the term of the contract under which compensation automatically increases when a gross revenue or expense target (but not both) is reached does not cause the compensation to be other than periodic and fixed if that award is equal to a single, stated dollar amount. Section 5.03(1).

"Periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time, for example, a stated dollar amount per month. The stated dollar amount may automatically increase according to a specified, objective, external standard (such as the Consumer Price Index) that is not linked to the output or efficiency of a facility.

For purposes of the Rev. Proc. 97-13 guidelines, a contract term includes all periods covered by ***renewal options***. "Renewal option" means a provision under which the service provider has a legally enforceable right to renew the contract. A provision under which a contract is automatically renewed for one-year periods absent cancellation by either party is not a renewal option (even if it is expected to be renewed).

- b. 10-year term -- 80% periodic fixed fee. At least 80% of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee, and the term of the contract, including renewal options, does not exceed the lesser of (i) 80% of the reasonably expected useful life of the financed property, and (ii) 10 years. The one-time incentive award exception described above also applies to this type of compensation arrangement. Section 5.03(2).
- c. 20-year term for certain public utility property. If all of the bond-financed property subject to the contract is a facility or system consisting of predominantly public utility property,⁴ then “20 years” is substituted for “15 years” and “10 years,” respectively, for arrangements described above in paragraphs a and b. Section 5.03(3).
- d. 5-year term, cancellable after 3d year -- 50% periodic fixed fee, 100% capitation, or combination of capitation and periodic fixed fee. (i) At least 50% of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee, or (ii) all of the compensation is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the contract, including all renewal options, does not exceed 5 years, and the contract is terminable without penalty or cause at the end of the third year of the contract term. Section 5.03(4).

“*Capitation fee*” means a fixed periodic amount for each person for whom the service provider or the qualified user assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of services actually provided to covered persons varies substantially. A capitation fee may include a variable component of up to 20% of the total capitation fee designed to protect the service provider against risks such as catastrophic loss. A fixed periodic amount may include an automatic increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility. For example, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective, external standards.

- e. 3-year term, cancellable after 2d year -- 100% per-unit fee or combination of per-unit and periodic fixed fee. All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee, the term of the contract, including all renewal options, does not exceed 3 years and the contract is terminable by the qualified user on reasonable notice without penalty or cause at the end of the second year of the contract term. Section 5.03(5).

“*Per-unit fee*” means a fee based on a unit of service that is specified in the contract or otherwise specifically determined by an independent third party, such as the administrator of the Medicare program, or the qualified user (*i.e.*, the governmental unit or 501(c)(3) organization). Examples of per-unit fees include a stated dollar amount for

⁴ E.g., electrical energy, water, or sewage disposal services, gas or steam through a local distribution system, telephone or other communication services furnished or sold by COMSAT or the transportation of gas or steam by pipeline, if the rates in all cases have been established or approved by a State or political subdivision thereof, an agency or instrumentality of the United States or by a public service or public utility commission or other similar body of any State or political subdivision thereof. Internal Revenue Code § 168(i)(10).

each specified medical procedure performed, car parked, or passenger mile. A fee that is a stated dollar amount specified in the contract does not fail to be a per-unit fee as a result of a provision under which the fee may automatically increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility. For example, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective, external standards.

- f. *2-year term, cancellable after 1st year -- 100% percentage of fees charged or combination of per-unit fee and percentage of revenues or expenses.* All the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenues or expenses (but not both), the term of the contract, including renewal options, does not exceed 2 years and the contract is terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the first year of the contract term. This safe harbor applies only to contracts under which the service provider primarily provides services to third parties and management contracts involving a facility during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of annual gross revenues and expenses. Section 5.03(6).

Penalties for terminating a contract include a limitation on the qualified user's right to compete with the service provider, a requirement that the qualified user purchase equipment, goods, or services from the service provider; and a requirement that the qualified user pay liquidated damages for cancellation of the contract. On the other hand, contract penalties generally do not include a requirement effective on cancellation that the qualified user reimburse the service provider for ordinary and necessary expenses or restrictions that prevent the qualified user from hiring key personnel of the service provider.

A contract termination penalty can be created by another contract between the service provider and the qualified user, such as a loan or guarantee by the service provider, if that contract contains terms that are not customary or arm's-length that could operate to prevent the qualified user from terminating the management contract (for example, provisions under which the other contract terminates if the management contract is terminated or that place substantial restrictions on the selection of a substitute service provider). Section 3.04.

2. *For all management contracts, compensation must be reasonable and not based, in whole or in part, on net profits.* A management contract must provide for reasonable compensation for services rendered, with no compensation based, in whole or in part, on a share of net profits from the operation of the bond-financed facility. Section 5.02(1). A productivity reward equal to a stated dollar amount based on increases or decreases in gross revenues (or adjusted gross revenues) or reductions in total expenses (but not both increases in gross or adjusted gross revenues and reduction in total expenses) in any annual period during the term of the contract generally does not cause the compensation to be based on a share of net profits. Section 5.02(3).

Reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties is not by itself treated as compensation to the service provider. Section 5.02(1).

3. *No circumstances that substantially limit the qualified user's exercise of its contract rights.*

- a. *In general*, the service provider must have no role or relationship with the qualified user that, in effect, substantially limits the qualified user's ability to exercise its rights, including cancellation rights, under the contract. Section 5.04(1).
- b. *Safe harbor*. The above described requirement is satisfied if:
 - (i) Not more than 20% of the voting power of the governing body of the qualified user in the aggregate is vested in the service provider and its directors, officers, shareholders and employees;
 - (ii) Overlapping board members do not include the chief executive officers of the service provider or its governing body or the qualified user or its governing body; and
 - (iii) The qualified user and the service provider are not related parties. Section 5.04(2).

Squire, Sanders & Dempsey L.L.P.

Appendix II – Conflict of Interest Statute

CT General Statutes Sec. 1-86. Procedure when discharge of duty affects official's or state employee's financial interests. Lobbyists prohibited from accepting employment with General Assembly and General Assembly members forbidden to be lobbyists. (a) Any public official or state employee, other than an elected state official, who, in the discharge of such official's or employee's official duties, would be required to take an action that would affect a financial interest of such official or employee, such official's or employee's spouse, parent, brother, sister, child or the spouse of a child or a business with which such official or employee is associated, other than an interest of a de minimis nature, an interest that is not distinct from that of a substantial segment of the general public or an interest in substantial conflict with the performance of official duties as defined in section 1-85 has a potential conflict of interest. Under such circumstances, such official or employee shall, if such official or employee is a member of a state regulatory agency, either excuse himself or herself from the matter or prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the potential conflict and explaining why despite the potential conflict, such official or employee is able to vote and otherwise participate fairly, objectively and in the public interest. Such public official or state employee shall deliver a copy of the statement to the Office of State Ethics and enter a copy of the statement in the journal or minutes of the agency. If such official or employee is not a member of a state regulatory agency, such official or employee shall, in the case of either a substantial or potential conflict, prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the conflict and deliver a copy of the statement to such official's or employee's immediate superior, if any, who shall assign the matter to another employee, or if such official or employee has no immediate superior, such official or employee shall take such steps as the Office of State Ethics shall prescribe or advise.

(b) No elected state official shall be affected by subsection (a) of this section.

(c) No person required to register with the Office of State Ethics under section 1-94 shall accept employment with the General Assembly or with any member of the General Assembly in connection with legislative action, as defined in section 1-91. No member of the General Assembly shall be a lobbyist.

(P.A. 77-600, S. 8, 15; 77-604, S. 67, 84; P.A. 81-53, S. 1, 3; 81-472, S. 114, 159; P.A. 83-249, S. 8, 14; 83-586, S. 7, 14; P.A. 85-369; P.A. 89-97, S. 6, 7; P.A. 05-183, S. 10.)

History: P.A. 77-604 made technical changes; P.A. 81-53 amended this section to exempt public officials and state employees from compliance with its terms with respect to actions affecting a financial interest of theirs if such interest is not distinct from that of a substantial segment of the public where prior law provided an exemption only where the interest affected was the same as that of the public in general; P.A. 81-472 made technical correction; P.A. 83-249 made technical amendments; P.A. 83-586 eliminated requirement that official or employee refrain from action or decision in all instances in which a potential conflict exists; P.A. 85-369 added Subsec. (b) which prohibits persons required to register with the state ethics commission from accepting employment with the general assembly or a member thereof in connection with legislative action, and prohibits members of the general assembly from being lobbyists; P.A. 89-97 amended Subsec. (a) to limit applicability to public officials or state employees who are not elected state officials, to specify applicability in cases of both substantial and potential conflicts of interest and to rephrase provision re voluntary withdrawal from consideration of such matters, inserted new Subsec. (b) stating that Subsec. (a) does not apply to elected state officials, and relettered the former Subsec. (b) as Subsec. (c); P.A. 05-183 replaced "commission" and "State Ethics Commission" with "Office of State Ethics" throughout the section and in Subsec. (a) made technical changes for the purpose of gender neutrality, effective July 1, 2005.

APPENDIX III – Stadium Private Activity Areas

Service level:

- Concession offices, general storage, main kitchen

Concourse level:

- Concession stands
- Concession preparation
- Concession storage
- Concession queuing areas
- Undetermined kiosks/sales points
- ATM locations
- Video Scoreboard Display
- Plaza under the Video Scoreboard Display
- Secondary scoreboard

Club level:

- Food preparation
- Concession stand
- Concession queuing area
- Auxiliary liquor bar
- Clubroom
- Suites

Suite Level:

- Suites
- Food preparation
- General storage

Press Level:

- Suites
- Press lounge
- Food preparation

Roof:

- Cell antennae (allows for up to six carriers)
- Cell equipment storage

Parking lot:

- Grass and asphalt areas on Stadium property