



UNIVERSITY OF MASSACHUSETTS-AMHERST

Procurement Department
407 Goodell Bldg., 140 Hicks Way
Amherst, MA 01003-9334

Voice: 413-545-0361 FAX: 413-545-1643

E-Mail: procurement@admin.umass.edu Web Page: www.umass.edu/procurement

(THIS IS NOT AN ORDER)

REQUEST FOR BID # AA12-RH-4466

		RFB Opening Date & Time: January 5, 2012 @ 1:00 PM EST	
		Requested by: Joyce Hahn Telephone: 413-545-3522 Department: Athletics Date Prepared: 12/16/2011	
	Description	Unit Price	Total Price
	BIDS ARE REQUESTED TO PROVIDE THE CONTRACT: PROMOTIONAL ADVERTISING FOR UMASS FOOTBALL PER THE ATTACHED SPECIFICATIONS OR APPROVED EQUAL FOR THE BID OPENING ON: JANUARY 5, 2012 @ 1:00 P.M. EST		
	Contract Term: January 1, 2012 through December 31, 2012 with the option to renew for an additional two (2) one-year terms.		
	Total Bid Price>>>>>>>>>		

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFB TO: ROSEMARY A. HASSAY @ procurement@admin.umass.edu

IMPORTANT INFORMATION

- It is the bidder's responsibility to insure that their bid is received in its entirety by the University of Massachusetts, Procurement Department, 407 Goodell Building, 140 Hicks Way, Amherst, MA 01003-9334 by 1:00 PM on the bid opening date specified above. Bids received after the specified date/time or at a location other than what is listed in the RFB will be rejected and placed unopened in the bid file.
- Bids may be faxed provided that they are followed up by a hard copy with written signature within 5 days of the bid date. All faxed bids must be received by the Procurement fax by the date and time of the bid above.
- All prices are FOB Destination, delivery free of all charges to: University of Massachusetts Amherst at a location specified on a purchase order.
- Bidders must list their Taxpayer's Identification Number here: _____ - _____
- Bid may not be materially altered after the bids have been opened. Only the Director of Procurement can determine what a material alteration is.
- All prices must be submitted on a Net Basis. Unit price shall prevail in case of mathematical error. Payment: Net Due 30-Days
- Bids on items that differ from specifications will be rejected at the discretion of the Director of Procurement. Proprietary names are quoted for informational purposes only and are not meant to limit competition. The right is reserved to accept the bid deemed best for the University.
- Exceptions to any terms and conditions contained herein or in the bid specifications, must be noted by bidder in bid. The Director of Procurement reserves the right to reject any bid that does not conform to the specifications.

Your signature below signifies that your company complies with the RFB.

Vendor Name: _____

Address: _____ City: _____ State: _____ ZIP: _____

Telephone: _____ FAX: _____ E-Mail Address: _____

Name of Person Submitting Bid: _____

Authorized Signature: _____

R# 124913



**University of Massachusetts Amherst
Department of Procurement
Request for Bids:**

**Contract: Promotional Advertising for UMass Football
per the following specifications or approved equal**

RFB# AA12-RH-4466

Bid Opening Date – January 5, 2012 @ 1:00 p.m. EST

I. INTRODUCTION

A. Purpose

The University of Massachusetts Amherst (hereafter referred to as UMass or University) representing the University of Massachusetts Amherst Athletics Department, is requesting formal proposals from qualified Vendors to grant a license to arrange a promotional advertising plan to include, but not limited to, media advertising for UMass football.

B. Contract Period

It is UMass Athletics Department's intent that any contract resulting from this Request for Proposal will be for two (2) years with the option for two (2) one (1) year renewal terms. For purposes of this agreement, the first contract period shall be defined as January 1, 2012 through December 31, 2013.

C. Contact(s)

The contact for this Request for Proposal is Rosemary A. Hassay, Purchasing Manager in Procurement. All questions concerning this Request for Proposal must be submitted in writing via email to procurement@admin.umass.edu. Any communication regarding this proposal between vendors and University personnel and/or evaluation committee members is prohibited, unless previously authorized by the aforementioned agent or his/her designee.

D. Athletics Department/Campus Information and Background

One of today's leading centers of public higher education in the Northeast, the University of Massachusetts Amherst was established in 1863 under the original land Grant Act. Located in the historic Pioneer Valley of Western Massachusetts, the 1,400-acre campus provides a rich cultural environment in a rural setting. In recent decades, it has achieved a growing reputation for excellence in an increasing number of disciplines, for the breadth of its academic offerings, and for the expansion of its roles in education, research, and public service. The University's Intercollegiate Sports Program is a NCAA Division I program sponsoring 21 varsity intercollegiate programs with membership in the Atlantic 10 Conference, Hockey East Conference, and Colonial Athletic Association.

The University is committed to educational excellence and improving the quality of life. The University has an ethical responsibility to reflect cultural sensibilities and maintain the highest moral standards. The successful Vendor must represent the University's philosophy in its programming, staffing and operations.

Within its ten schools, colleges, and faculties, the University offers Bachelor's Degrees in over 90 areas, Associate's Degrees in 6, Master's Degrees in 67 and Doctoral Degrees in 50. More than 90 percent of the 1,215 full-time faculty hold the highest degree in their fields. There are approximately 26,359 students, made up of over 20,539 undergraduates and 5,820 graduate students plus more than 230 students at the Stockbridge School and 3,015 Continued Education students. With a total operating budget of \$824,563,000 for FY 2009, the University employs about 8,100 faculty, staff and graduate student employees. The University prides itself on the diversity of its student body and is committed to the principles of Affirmative Action, civility, equal opportunity and the free exchange of ideas.

Four other major colleges are within a 30-minute drive of the University campus. These include Amherst College, with an enrollment of 1,600 students; Hampshire College, with approximately 1,100 undergraduates; Mount Holyoke College, with a current enrollment of over 2,000 students; and Smith College, with 2,500 undergraduates.

The University is a center for a wide array of events that brings nearly 477,500 people to its various venues. Last year, University Conference Services hosted conferences bringing nearly 29,000 people to campus. The Athletics Department

had attendance of approximately 232,000 at its various athletic events. The Mullins Center not including Athletic events brought 117,000 people to campus. The Fine Arts Center sponsors events that reach nearly 31,500 people annually.

Please visit the following website for additional detailed information relative to the University of Massachusetts Amherst Athletics Department: <http://www.umassathletics.com>.

II. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

A. General Specifications

1. The University of Massachusetts Amherst is soliciting formal proposals from qualified Vendors to grant a license to arrange and execute a promotional advertising plan for football. UMass is seeking a single entity to handle all Athletics Department advertising activities with regards to football, currently handled by in-house personnel. UMass desires to contract with a sports advertising agency to produce and execute a comprehensive advertising plan to drive ticket sales and increase game attendance for UMass Athletics, primarily in the area of Football. Your proposal should outline all the various vehicles, strategies, and associated costs to properly provide a quality image and sales effort to promote ticket sales. The University has a budgeted amount for Athletic advertising of approximately \$250,000 per contract year.
2. The Vendor should be able to demonstrate that they have performed all services including, but not limited to, account services, promotional events, media buying and planning, media evaluation and analysis, marketing/business planning consulting, new business development, sales training, public relations, creative design and graphic art, copywriting, talent search and production management for collegiate and/or professional sports teams.
3. The Vendor shall demonstrate through stated past experience that they have been able to trade or bonus of 100% above the media value of each campaign with broadcast television, spot radio, outdoor and/or print media. Must have at least one (1) national multi-market media arrangement that benefits clients in excess of 1-to-1 in media value.
4. Provide proof of increased ticket sales of at least 15% for other collegiate Division 1A athletic programs in football or events of like nature with which the sports advertising agency has contracted.
5. Demonstrate a proven track record of results, experience and creative marketing, with total emphasis in the area of sports advertising
6. This Request for Proposal (RFP) is part of a competitive procurement process, which helps to serve the University's best interest. It also provides Vendors with a fair opportunity for their services to be considered. The process of a Request for Proposal is being used to allow vendors the opportunity to present proposals that they feel would best meet the needs of the University based on the information contained in the RFP documents. Vendors may submit more than one proposal if they feel it is advantageous to the University.
7. The University reserves the right, in its sole discretion, to select the Vendor that it determines offers the overall best proposal to the University. Criteria to be utilized in the selection process are included within the specifications of this RFP. All respondents should review the RFP requirements and scope of services carefully and develop a response that, at a minimum, meets or preferably exceeds the expectations outlined therein.
8. Proposals will be considered only from companies that can demonstrate that they have proven experience in conducting the activities providing the services outlined within this RFP. The burden is on each respondent to submit with its proposal proof of its qualifications and experience to warrant consideration of its offering to the University.

III. REQUEST FOR PROPOSAL INSTRUCTIONS/INFORMATION

A. Overview of Proposal Process/Timeline

1. Proposal packages shall be available by December 16, 2011.
2. All questions concerning this request for proposal must be submitted in writing via E-mail to procurement@admin.umass.edu. All questions must be received by 5pm on Friday, December 23, 2011 Eastern Standard Time. Questions will be answered via written addenda by Wednesday, December 28, 2011 5pm eastern standard time. Questions received after this date will not be answered.
3. Proposals are due no later than Thursday, January 5, 2012 @ 1:00 pm EST. Proposals will be opened at that time. Vendor and the general public are welcome to attend. Late proposals will not be considered under any circumstances. Late proposals properly identified will be returned unopened.
4. All proposals will be reviewed and evaluated by the evaluation committee based on criteria listed in this RFP.
5. Finalists may be asked to come to UMass to discuss their proposals further with the evaluation committee. The evaluation committee will decide if such presentations are necessary. Failure to present when requested is grounds for elimination.
6. The evaluation committee shall make its selection in January 2012 with a contract to become effective soon thereafter at a mutually agreed upon date.

B. General Instructions

1. Contact with or visitation to personnel at any campus regarding this request for proposal may not be made by the Vendor's personnel without the prior approval of the UMass Agent/Manager or his/her designee.
2. Any oral information received from the evaluation committee or any other UMass personnel will not alter or change this request for proposal.
3. Proposals may be hand delivered or mailed. Faxed responses are not acceptable.
4. Submit one (1) original, five (5) copies, and the Response Identification Form (**Appendix G**) in a sealed package by Thursday, January 5, 2012 @ 1:00 pm EST. Package should be clearly marked "RFB# AA12-RH-4466" Promotions, Sponsorships, and Corporate Rights Agreement for University of Massachusetts Athletics Department". One package must be marked "Official Proposal" and shall be submitted in an "unbound" format to accommodate electronic imaging and the rest should be marked "Copy". Package should be addressed as follows:

University of Massachusetts Amherst
Procurement Department
407 Goodell Building
Amherst, MA 01003
Attn: RFP AA12-RH-4466

5. By responding to this request for proposal the Vendor acknowledges that they have read and understand the information contained within this Request for Proposal and have taken the contents into account in the preparation of the proposal.
6. The cost for developing the proposals shall be absorbed by the Vendor.
7. UMass considers all terms and conditions to be accepted unconditionally by a Vendor unless written exceptions are made to specific clauses of this Request for Proposal. Such exceptions may, however, be used as a basis for rejection of the proposal.
8. Failure of a Vendor to follow the instructions of this Request for Proposal may result in rejection of the Vendor's proposal.

9. The Vendor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, have been declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Vendor cannot certify this statement, attach a written explanation for review by the University.
10. Proposals are to be valid for a minimum of 180 days from submittal deadline date to allow time for evaluation, selection, and unforeseen delays.

C. Format & Contents of Proposal

1. Clearly identify the Vendor's submitting the proposal. Proposals must follow the same sequence and numbering scheme used in this RFP.
2. Executive Summary signed by an authorized officer or other authorized personnel of your Firm. (No more than three pages).
3. Acknowledge receiving any and all addenda.
4. Provide a description of the Vendor's organization and staffing including the names and titles of all personnel who would be assigned to the contract.
5. Provide a detailed plan for fulfilling the contract. Include a description of what the Vendor views as its responsibilities as well as a complete pricing structure for products and/or services to be provided.
6. Provide complete information for any services, information, equipment, or space to be provided by University.
7. Provide any other information, which the Vendor may choose to reveal to the evaluation committee.
8. Respondents should include with their proposals at least 3 references to demonstrate that they have successfully delivered the services and conducted the activities outlined with-in the RFP.
 - a. Each reference should contain a contact person and telephone number where that person can be reached to discuss his/her institution's experience with the Vendor's services.
9. Each respondent should respond to the following questions regarding each college, university, or professional team with which its company has had a contractual relationship at any time during the past three (3) years. Individuals who are listed may be contacted by the University as references.
 - a. Name of college, university, or professional team
 - b. Address
 - c. Telephone number
 - d. Name of Athletic Director or other pertinent official with his/her title
 - e. Rights involved in the contractual relationship and the associated contract time periods of each
 - f. Indicate any college, university, or professional team that has ever given your company reason to believe it may have defaulted in its contractual obligations or failed to make a rights fee payment as required.
10. Associated costs (commissions, fees, trade opportunities)
11. Sample Contract
12. If your plans to subcontract any of the items described within the specifications, the Vendor shall specify accordingly and respond to all questions raised regarding each proposed subcontractor.
13. If your firm plans a joint venture with another company, the firm should so state and respond to all questions regarding each company involved in the joint venture.
14. Statement of Qualifications, to be completed in its entirety.

15. Attach a complete, audited financial statement and previous year's financial report (to be included in the official package only),--these should be certified by an officer of the corporation, or by the principal if a proprietorship, or by all principals if a partnership; provide the name of the bank which can attest to the responsibility of the Vendor.

D. Evaluation Committee Rights/Rules of Conduct

1. The evaluation committee expressly reserves the right to reject any and all proposals without penalty, to waive all technicalities and irregularities and deviations of proposals from this RFP, to decide whether a proposal does or does not substantially comply with the requirements of this request for proposal, to be the final judge as to which is the best overall proposal, and to award a contract to the Vendor whose proposal it considers to be in the best interest to UMass.
2. The evaluation committee reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to UMass.
3. In the event that the awarded Vendor refuses to enter into a contract, their proposal will be rejected.
4. The University will treat all proposals received prior to the due date and time as confidential until the opening date and time has passed. The University may disseminate information to others whom the committee deems in its sole discretion to have an interest in the proposal. In no event shall the committee be liable for any breach of confidentiality. All materials submitted, with the exception of any materials that both the Vendor and committee deem as confidential (and so marked by the Vendor) will become the property of the University and will become part of the public record after the opening date and time has passed. Pricing may not be considered confidential information.
5. The evaluation committee will evaluate all proposals against the evaluation criteria listed in this request for proposal and determine which Vendor will best meet the needs of UMass.
6. In the event that a contract acceptable to the committee cannot be executed with the top Vendor, the committee may eliminate that Vendor from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the Vendor next preferred among the Vendors who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all proposals have been eliminated.
7. UMass reserves the right to negotiate simultaneously with more than one Vendor.
8. In addition to the complete financial response, respondents may also submit an alternate financial proposal that may be evaluated by the University, which reserves the right to approve an alternate financial proposal should it be determined to be in the best interest of the University.
9. Proposals will be considered only from companies that have successfully proven experience in conducting the activities providing the services outlined within this RFP. Of particular interest will be the Vendor's experience in working with Departments of Intercollegiate Athletics within Division I NCAA programs.

E. Evaluation Factors

1. Proposal: Each proposal should address all sections of this RFP. The submission must be in sufficient detail to allow the evaluation committee the ability to evaluate the proposal.
2. Evaluation criteria will be based on, but not necessarily limited to the following factors (listed in rank of importance):
 - a. The following criteria shall be employed in the evaluation of proposals and the concurrent decision to award the contract to the successful Vendor.
 1. Overall plan and approach to advertising/promotion of UMass Athletics as specified in the RFP.
 2. Costs (commissions, fees, expenses, etc. to be charged)
 3. Respondent's previous and current experience with projects of similar scope and magnitude.

4. Proven ability to maximize ticket revenue
 5. References from intercollegiate or professional athletic administrators for whom the Vendor has performed similar services.
 6. Response to Section II Scope of Work.
 7. Financial stability and ability of Vendor to fulfill the contract.
 8. Respondent's desire, plan, and experience that will enhance the value of the rights offered through this RFP.
 9. Background and experience of respondent's principals and key personnel who will be responsible for fulfilling the terms of a resulting agreement.
 10. Comprehensiveness of proposal and innovativeness of proposal.
 11. Conformance of proposal to instructions for format and contents of proposal.
- b. Negative findings or judgments on the basis of any one of the above criteria may result in elimination of a given proposal from further consideration.

F. Subcontractor

1. If the prospective Vendor plans to utilize a subcontractor(s) to fulfill a portion of the responsibilities outlined in the Request for Proposals, each subcontractor must be identified and the qualifications of each Vendor must be outlined within the proposal submitted.
2. The exact role the subcontractor(s) is to play within the agreement that may result from this RFP should also be detailed within the proposal.

IV. TERMS AND CONDITIONS

A. Contract

1. The University's Agent listed in III.B.4 will work with the evaluation committee and the selected Vendor's representative(s) to develop a mutually agreeable contract.
2. All terms and conditions throughout this RFP will be taken into consideration when developing and negotiating the final contract with the successful Vendor as will the specific tasks and deliverables outlined in Section II, Scope of Work/Technical Specifications.

B. Rights and Responsibilities

1. The University is an Affirmative Action employer and as such prohibits discrimination on the basis of race, color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity and expression, genetic information and any other class of individuals protected from discrimination under state or federal law in an any aspect of the admission or treatment of students or in employment. The successful Vendor shall adhere to the same principles.
2. The successful Vendor will be considered an independent contractor and will not directly or indirectly act as an agent, servant or employee of the University, or make any commitments or incur any liabilities on behalf of the University without the University's prior written consent. The successful Vendor will further agree that upon the request of the University, it will remove from the University's premises, permanently if so requested, any employee who in the opinion of the University is guilty of improper conduct, not qualified to competently perform the work assigned, or whose presence on the University's premises is deemed to be detrimental to its best interest.
3. The successful Vendor shall comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth of Massachusetts or federal government authority related to the delivery of services.
4. The successful Vendor shall maintain on an accrual basis all books, records and other compilations of data, including those of the accrual, deposits, expenditures and transfers of all monies from the operation of this agreement, as necessary to fully document all transactions under the contract. Such records shall be maintained to comply with the IRS's UBIT reporting requirements. All such records shall be kept for a period of six (6) years or for such longer period as is specified by law. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until 1 year after completion of the action and resolution of all issues resulting there

from, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the Comptroller, the State Auditor, the Attorney General, the Treasurer and Receiver-General, the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the successful Vendor which pertains to the provisions and requirements of any contract resulting from the RFP. Such access shall include interviews, on-site audits, review, and copying of records.

5. The contract resulting from this RFP shall be construed under and be governed by the laws of the Commonwealth of Massachusetts. The successful vendor agrees to bring any federal or state legal proceedings arising under this proposal in which the Commonwealth or the University is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.
6. The successful Proposal must comply with provisions of Executive Order 11246 as amended by Executive Order 11375 as supplemented by Department of Labor Regulation 41 CFR Part 60, The Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor 29 CFR Part 3, the Bacon-Davis Act (40 USC 276a et.seq.), Sections 103 and 107 of the contract Work Hours and Safety Standard Act (40 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857, et. Seq.) to the extent that they are applicable.
7. The successful Vendor will, at their expense, obtain and maintain all licenses and permits necessary to manage and operate and will comply with all applicable state and federal laws.
8. The University reserves the right to cancel the contract at any time the successful Vendor's performance is, in the opinion of the University, deemed unsatisfactory. Prior to this action, however, the University shall give written notice of the unsatisfactory performance and expected remedies for same. The successful Vendor shall be given at least thirty (30) days to remedy the problems and an additional thirty (30) days termination notice if conditions do not meet the University's approval. The University shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination, less any liquidated damages that may be assessed against the successful Vendor for non-performance.
9. The University may terminate the contract with one hundred twenty (120) days written notice whenever it is deemed by the University to be in the University's best interests.
10. With the mutual agreement of both parties, and upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
11. Should the successful Vendor's method of operation or manner of exercising the exclusive rights granted herein, interfere with or disrupt any performance or event scheduled or in progress, the successful Vendor will modify its method of operation or manner of exercising its exclusive rights hereunder to meet with the approval and satisfaction of the University.
12. The contract will automatically terminate at the end of the initial contract period unless both parties agree to a renegotiated optional extension as stated in Section I.B.
13. All proposals and related documents submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, M.G.L. Chapter 66, Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the RFP that are inconsistent with those statutes will be disregarded.
14. Successful Vendor may not, for any period during the contract term, seek to reduce the amount of successful Vendor's income subject to Massachusetts income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with successful Vendor. Successful Vendor agrees that during the course of this contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, successful Vendor and the affiliated company shall file separate Massachusetts income tax returns and pay their respective Massachusetts income taxes in such a manner that successful Vendor does not claim a deduction against Massachusetts income tax for such payments and the affiliated company receiving the royalty or similar payment files Massachusetts income tax returns and pays Massachusetts tax, under formula that reasonably apportions the income of the affiliated company among the states, including Massachusetts, in

which the successful Vendor does business. Successful Vendor agrees that it is authorized to bind its affiliated entities to the terms hereof.

15. Vendors shall identify any potential or actual conflicts of interest which presently exist or which may arise if the Vendor were to serve as the University's successful Vendor and shall describe how it proposes to resolve such conflicts.

C. Insurance

2. Required insurance coverage must be placed with a company licensed or approved to do business in the Commonwealth of Massachusetts and have an AM Best rating of A-or better. The following are the minimum insurance requirements to be provided by the successful Vendor, to be in place no later than one day prior to the date of the inception of this contract, and for its entire duration thereafter.
3. Workers' Compensation Insurance must be provided by the successful Vendor as required under the Massachusetts Workers' Compensation Reform Act, (M.G.L. Chapter 152, as amended). The successful Vendor shall waive its rights of subrogation against the University for any of its employees Worker's Compensation Claims.
4. Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) each occurrence, one million dollars (\$1,000,000) products and completed operations, two million dollars (\$2,000,000) personal and advertising injury, three million dollars (\$3,000,000) general aggregate, five hundred thousand dollars (\$500,000) fire damage and five thousand dollars (\$5,000) medical payments. The policy shall be on an occurrence form and shall include coverage for bodily injury, property damage and personal injury, including coverage for product liability, contractual liability, fire legal liability, and employee acts.
5. Additional Umbrella Liability Insurance coverage for at least ten million dollars (\$10,000,000) in excess of the employer's liability, commercial general liability and automobile liability limits will be required.
6. Vehicle Liability Insurance including Property Damage covering all owned, un-owned and hired automobiles and any equipment used in connection with work performed. Minimum limits should be: bodily injury liability for five hundred thousand dollars (\$500,000) for each person; one million dollars (\$1,000,000) for each accident; one hundred thousand dollars (\$100,000) for property damage liability for each accident.
7. The successful Vendor shall furnish the University with a certificate of insurance for each policy, prior to the execution of a contract, as evidence that the required coverage are in full force and effect. The certificate shall be reissued at the renewal of each policy. The certificate shall state that the insurer will provide the University with a least 30 days prior notice of cancellation.
8. The University reserves the right to request, and the successful Vendor agrees to furnish with-in 10 days of request, a copy of each insurance policy and all endorsements thereto.
9. The successful Vendor will not terminate any such insurance policy without at least thirty (30) days prior notice to the University. Such termination will constitute a breach of the contract, which will be cause for termination of the contract by the University.
10. The University of Massachusetts, its trustees, officers, and employees and the University of Massachusetts Building Authority will be listed as named insured's on all policies.
11. The successful Vendor assumes responsibility for loss or damage to all personal property brought on the University premises.
12. The successful Vendor assumes full responsibility and liability for losses, expenses, damages, demands and claims in connection with any injury, including death, or alleged injury, or damage, or alleged damage to property sustained or alleged to have been sustained in connection with or to have arisen out of the performance of work by the successful Vendor, its agents, servants and employees or subcontractors, including losses, expenses or damages sustained by the University and the Vendor, and shall indemnify and hold harmless the University, its trustees, officers and employees, and the agents, servants, and employees of the foregoing, from any and all such losses, expenses, damages, demands and claims, and shall, to the extent permitted by law, defend any suit or action brought against them, or any of them, based upon any such alleged injury or damage, and shall pay all damages, costs, and expenses including attorney's fees in connection therewith or resulting there from.

APPENDIX D

Combined Non-Exclusive License Agreement to Use Certain Marks of the University of Massachusetts Amherst (to be used in conjunction with any University Agreement that calls for the use of the University marks)

1. PURPOSE

This Combined Non-Exclusive License Agreement ("License Agreement") is made by and between SUCCESSFUL VENDOR. (hereinafter called "CONTRACTOR"), a _____ corporation, having its principal place of business at _____ and the University of Massachusetts Trademark Administration and Licensing Program (hereinafter called "LICENSING") with offices at RM 817 Campus Center, Amherst, MA 01001.

WHEREAS, CONTRACTOR desires to be licensed to utilize the University of Massachusetts Amherst names, symbols, designs and colors Of the University, including without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals and other symbols associated with or referring to UMASS. ("Licensed Indicia") in connection with THE ATHLETIC RFP and the LICENSE AND SERVICES AGREEMENT ("ATHLETIC AGREEMENT"), made by and between the CONTRACTOR and University of Massachusetts Amherst, a public institution of higher education of the Commonwealth of Massachusetts, as represented by its Amherst campus Athletic Department (herein after called ("UMASS")). Licensed Indicia shall also include the domain name UMASSATHLETICS.com and any additional indicia adopted, used and approved for use by UMASS. Any newly adopted indicia shall be deemed to be additions to the Licensed Indicia. All use of Licensed Indicia is subject to the terms and conditions of the ATHLETIC AGREEMENT and the additional terms and conditions of this License Agreement.

2. TERM (Date of Execution)

The term of this Agreement shall be concurrent with the ATHLETIC AGREEMENT commencing on _____, and ending on _____. If the ATHLETIC AGREEMENT automatically renews or is extended than this Agreement will automatically be extended for the same term as the ATHLETIC AGREEMENT. Should the ATHLETIC AGREEMENT terminate for any reason, this License Agreement will terminate immediately.

3. DEFINITIONS

"Licensed Indicia" means the names, symbols, designs and colors of UMASS, including without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals and other symbols associated with or referring to UMASS. Licensed Indicia shall also include the domain name UMASSATHLETICS.com. The Licensed Indicia also includes any additional indicia adopted, used and approved for use by UMASS.

4. GRANT OF LICENSE

4.1 Grant - subject to the terms and conditions of this License Agreement and the ATHLETIC AGREEMENT between UMASS Athletics and CONTRACTOR, LICENSING hereby grants CONTRACTOR a non-transferable, non-exclusive license to use the Licensed Indicia on, and in conjunction with the marketing, advertising and promotion of the services listed in the ATHLETIC AGREEMENT.

4.2 Limitations on License - no license is granted hereunder for the use of the University Licensed Indicia for any purpose other than upon or in connection with the services and uses described in this License Agreement and the ATHLETIC AGREEMENT.

Non-Exclusivity - nothing in this License Agreement or ATHLETIC AGREEMENT shall be construed to prevent UMASS from licensing

the use of the UMASS Licensed Indicia to any other party for any purpose including, without limitations, the grant of other Licenses to other service providers or manufacturers during the term of this agreement for use of the UMASS Licensed Indicia in connection with licensed services or products either within or outside the United States.

5. Approval and Quality Standards

LICENSING reserves the right to disapprove and prevent the distribution of any service or article bearing the Licensed Indicia of UMASS that does not meet the standards of quality and propriety.

CONTRACTOR agrees that all licensed use of the Licensed Indicia in promotions, advertising and marketing shall contain the appropriate legends, markings and/or notices as required by UMASS and/or LICENSING. CONTRACTOR agrees that each usage of UMASS Licensed Indicia shall be followed by either "TM" TM or "R" [®], pursuant to LICENSING's instructions. All such legends, markings, and/or notices must be provided to CONTRACTOR by LICENSING and/or UMASS.

CONTRACTOR agrees that it will not use any Licensed Indicia or any reproduction thereof in any advertising or promotional material in any manner that may distract from or impair the integrity, character, and dignity of the Licensed Indicia or reflect unfavorably upon the University of Massachusetts.

6. Protection of UMASS Licensed Indicia

CONTRACTOR acknowledges and agrees that UMASS is the sole and exclusive owner of all right, title and interest in and to the Licensed Indicia. CONTRACTOR agrees that nothing in this License Agreement or the ATHLETIC AGREEMENT, gives CONTRACTOR any right, title or interest in the Licensed Indicia other than the right to use them in accordance with this License Agreement. During the term of this License Agreement and thereafter, CONTRACTOR will not contest or otherwise challenge or attack UMASS rights in the Licensed Indicia or the validity of this Agreement.

CONTRACTOR acknowledges that its breach of this Agreement will result in immediate and irreparable damage to the UMASS and that money damages alone would be inadequate to compensate UMASS. Therefore, in the event of a breach or threatened breach of this Licensing Agreement by CONTRACTOR, UMASS may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

CONTRACTOR agrees to assist in the protection of the Licensed Indicia. CONTRACTOR will, upon specific request from UMASS, provide documentation and/or specimens regarding use of each Licensed Indicia.

CONTRACTOR acknowledges that they will have no ownership rights in the Licensed Indicia should the Licensed Indicia appear in conjunction with copyright materials created or held by CONTRACTOR.

7. GOODWILL IN Licensed Indicia

CONTRACTOR recognizes the value of the goodwill associated with the Licensed Indicia and acknowledges that the Licensed Indicia and all rights therein and the goodwill pertaining to the Licensed Indicia belong exclusively to UMASS. CONTRACTOR further recognizes that the Licensed Indicia have acquired secondary Licensed Indicia meaning.

CONTRACTOR agrees that its use of the Licensed Indicia will benefit UMASS and that CONTRACTOR will not acquire any rights in the by virtue of the use of the Licensed Indicia under this License Agreement.

8. INDEMNIFICATION/ HOLD HARMLESS

UMASS shall have no liability for any licensed service or product produced or offered by CONTRACTOR and CONTRACTOR shall indemnify, hold harmless and defend UMASS and its trustees, officers, employees and agents thereof, from any and all product or service liability claims, demands causes of action, or damages, including reasonable attorney's fees, caused by or arising from services or products produced or sold by CONTRACTOR or out of any action by CONTRACTOR in using the in connection Licensed Indicia with the distribution or sale of services or any other use of the Licensed Indicia in advertising, marketing or promotion.

9. CONFORMITY TO LAW

CONTRACTOR undertakes and agrees that the use of the Licensed Indicia in services, promotions, advertising and/or marketing shall be in conformity with all applicable Federal, State and local laws, ordinances, regulations and rules.

10. SEVERABILITY

In the event that any portion of this License Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable herefrom and the remainder of this License Agreement shall be deemed to be, and shall remain, fully valid and enforceable

11. WAIVER

Failure of either party to require the performance of any term in this License Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

12. ENFORCEMENT

CONTRACTOR agrees to assist UMASS in the enforcement of any rights of UMASS in the Licensed Indicia as it relates to this Licensing Agreement. CONTRACTOR agrees to notify UMASS of any infringements by third parties that come to CONTRACTOR's attention as the result of the services provided in conjunction with the ATHLETIC AGREEMENT. UMASS shall have the sole right and discretion to bring infringement proceedings involving the Licensed Indicia. However, nothing in this License Agreement shall require UMASS to bring suit or take action for the infringement of any of the Licensed Indicia.

13. LIABILITY INSURANCE

CONTRACTOR will provide a copy of a certificate of Insurance to the Trademark Administration and Licensing Program at Room 817 Campus Center, University of Massachusetts, Amherst MA 01003. CONTRACTOR will obtain and maintain a General Liability Policy, which includes product liability coverage, personal injury coverage and property damage coverage all in the amount of one million dollars (\$1,000,000.00) each occurrence. CONTRACTOR will name UMASS, its trustees, officers, employees and agents as additional insured on such policy. Such policy will, in addition to the coverage customarily included in a General Liability Policy, cover against all claims, demands, causes of action, lawsuits judgments and damages including but not limited reasonable attorney's fees arising out of all alleged defects in the design, sale and use of the services to be provided in the ATHLETIC AGREEMENT. Such

insurance policy shall contain a provision that it will endeavor to provide prior written notice of cancellation within thirty (30) days to LICENSING. CONTRACTOR represents and agrees that it will give LICENSING such notice, once received. CONTRACTOR will deliver a copy of the certificate of insurance showing the coverage and the designation of the additional insured. Such certificate will be delivered to LICENSING as a condition precedent to the granting of this license.

14. TERMINATION

The termination rights listed below refer only to termination of the Licensing Agreement between the LICENSING and CONTRACTOR to use the Licensed Indicia.

Without prejudice to any other right, LICENSING shall have the right to terminate the Licensing Agreement upon written notice to if:

14.1 CONTRACTOR files any petition under any Federal or State bankruptcy statute, or is adjudicated as bankrupt or insolvent, or if any receiver is appointed for its business or property or if any trustee in bankruptcy is appointed under the laws of the United States Government or of the sovereign states.

14.2 CONTRACTOR attempts to grant or grants a sub-license or assigns any right or duty under this Licensing Agreement to any person or entity without prior written consent from LICENSING.

14.3 CONTRACTOR distributes or sells any service or distributes any advertising, promotions or marketing material containing the Licensed Indicia after receipt of notice from LICENSING disapproving or withdrawing approval.

14.4 CONTRACTOR becomes subject to any voluntary or involuntary order of any government agency involving the recall of any products or services and/or promotional advertising or packaging material because of safety, health, fraud, or misrepresentation, or any other hazard or risk to the public.

14.5 CONTRACTOR fails to obtain or maintain the liability insurance required by this License Agreement.

14.6 CONTRACTOR commits an act or omission directly related to the use of the Licensed Indicia that reflects unfavorably or detracts from the good reputation of UMASS.

14.7 CONTRACTOR provides services or advertising, marketing or promotional materials that incorporate the Licensed Indicia and which do not conform to all applicable Federal, State or local ordinances, regulations or rules.

14.8 Without prejudice to any other right, if CONTRACTOR fails to take the necessary steps to cure any breach by it of any term or condition of this License Agreement within thirty (30) days after receipt of written notice of the breach, LICENSING has the right to terminate the Licensing Agreement to use Licensed Indicia upon written notice to CONTRACTOR.

15. NOTICE

All notices, consents, waivers, statements and other communications concerning the use of the Licensed Indicia by CONTRACTOR must be sent to each party at the addresses below unless notification of change of address is given in writing. Any notice is to be sent by First-Class mail. Fed X, UPS, or other carrier or telegram and will be considered to have been given at the time the mail is received. Artwork and approvals can be sent via E-mail, First -Class mail. Fed X, UPS or by FAX.

University of Massachusetts
Trademark Administration and Licensing Program
Attn: David Curley, Director
Room 817 Campus Center
Amherst, Massachusetts 01003
E-mailto:dcurley@mail.aux.umass.edu
Tel: 413-577-8125

16. ENTIRE AGREEMENT

This Agreement constitutes the entire Non-Exclusive License Agreement to use certain Licensed Indicia of the University of Massachusetts Amherst. **Although, certain parts of this Licensing Agreement interact with certain sections of the ATHLETIC AGREEMENT, this License Agreement is to be considered a separate and independent agreement.** This License Agreement shall terminate immediately in conjunction with any termination of the ATHLETIC AGREEMENT. Both the License Agreement to use Licensed Indicia of the University of Massachusetts Amherst and the ATHLETIC AGREEMENT between UMASS and CONTRACTOR must be executed simultaneously to validate this License Agreement. This License Agreement supersedes all prior understandings and agreements between the parties with respect to the use of the Licensed Indicia by CONTRACTOR. This License Agreement governs the use of Licensed Indicia. All other terms relating to the web hosting for the UMASS Athletic Department are governed by the ATHLETIC AGREEMENT.

17. LAWS GOVERNING

This License Agreement and any controversy arising from it is governed by the laws of the Commonwealth of Massachusetts

Each party shall comply with all laws, regulations and standards relating or pertaining to the SERVICE and shall comply with the requirements of any regulatory agencies which shall have jurisdiction over the SERVICE.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers or agents on the date of commencement written in **Section 2. TERM** of this License Agreement.

CONTRACTOR

University of Massachusetts

By: _____

By: _____

David P. Curley Jr.

Title: _____

Title: Director of Trademark Administration
& Licensing Program

Date of Signature: _____

Date of Signature: _____

APPENDIX G
RFP RESPONSE IDENTIFICATION FORM

Date: _____

Name of Vendor: _____

Title of Principal Officer: _____

Corporation organized under the laws of the State of: _____

The undersigned certifies, under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity and further the undersigned agrees to comply with the terms, conditions, requirements and other specifications as described in the RFP.

Signature: _____

Type/Print: _____

Title: _____

Corporate Mailing Address: _____

Local Mailing Address (if applicable): _____

Telephone Number: _____

Fax Number: _____

Person to Contact Regarding this RFP: _____

Telephone Number: _____

Email Address: _____