

LEGAL NOTICE

Request for Proposals for Technical Event Production Services

Global Spectrum, L.P. is seeking proposals from firms interested in providing **Technical Event Production Services** for Pratt & Whitney Stadium at Rentschler Field and XL Center.

Pratt & Whitney Stadium is an approximately 40,000-seat open-air facility located in East Hartford, Connecticut designed to meet NCAA Division 1-A requirements for football, while accommodating other turf events such as soccer, rugby and lacrosse. The Stadium serves as the home of the University of Connecticut Husky football program, and hosts other athletic, cultural, entertainment and civic events throughout the year. The Stadium is located on a 75-acre parcel with an additional 65 acres for stadium parking. Additional information on the Stadium can be found at www.rentschlerfield.com.

The XL Center is an approximately 16,000 seat arena located in downtown Hartford, Connecticut. The arena serves as hosts to the Hartford Wolf Pack, UConn Men's Ice Hockey, UConn Women's & Men's Basketball. In addition the facility hosts a variety of concerts, family shows, consumer events and trade shows. Additional information on the arena can be found at www.xlcenter.com.

The Request for Proposals is available online at www.rentschlerfield.com, www.xlcenter.com or from Derek Miles, Global Spectrum, L.P., XL Pratt & Whitney Stadium, 615 Silver Lane, East Hartford, CT 06118. Telephone (860) 610-4885, or Email Derek.Miles@spectrpx.com

The deadline for submission of proposals is 3:00 p.m. on Friday, March 6, 2020.

REQUEST FOR PROPOSALS

FOR

TECHNICAL EVENT PRODUCTION SERVICES

PRATT & WHITNEY STADIUM AT RENTSCHLER FIELD & XL CENTER

EAST HARTFORD, CONNECTICUT & HARTFORD, CONNECTICUT

Key Dates:

January 22, 2020	RFP released
February 12, 2020	Pratt & Whitney Stadium / XL Center Tour and Meeting
February 19, 2020	Questions / Requests for Clarification Due
February 28, 2020	Responses to Questions / Requests for Clarification Posted
March 6, 2020	RFP Submissions Due

**A Public Solicitation Made by
Global Spectrum, L.P.**

REQUEST FOR PROPOSALS (RFP)
BY
GLOBAL SPECTRUM, L.P.
PRATT & WHITNEY STADIUM AT RENTSCHLER FIELD & XL CENTER

OBJECTIVE

Global Spectrum, L.P. is seeking proposals from firms interested in providing Technical Event Production Services for Pratt & Whitney Stadium at Rentschler Field in East Hartford, Connecticut and the XL Center in Hartford, Connecticut.

Such services shall include the contract to plan, manage, staff, and operate video and audio production needs of live events within both facilities.

Eligible respondents will be those entities that have a demonstrated successful track record in planning, managing, staffing, and operating live Technical Event Production services in facilities of comparable size and scope.

Proposals in response to this RFP must be submitted to Global Spectrum, L.P. by **3:00 PM Friday, March 6, 2020**. A committee will review such proposals and recommend one or more firms with whom Global Spectrum, L.P. will enter into competitive negotiation.

Following negotiation, one firm will be selected to provide Technical Event Production Services under a contract with Global Spectrum, L.P. This contract will commence on **July 1, 2020** for a period of three (3) years. Global Spectrum, L.P. retains the option to cancel the agreement without penalty after two (2) years and with sixty (60) days written notice.

Please note that Global Spectrum, L.P. retains the right to choose more than one respondent to enter into a process of competitive negotiation. Global Spectrum, L.P. further reserves the right to reject any and all submissions from any or all respondents and to republish and/or cancel the RFP.

BACKGROUND

Pratt & Whitney Stadium at Rentschler Field is an open-air facility occupying 8.5 acres of a State of Connecticut owned 140-acre parcel in East Hartford, Connecticut. The total Stadium capacity is 40,352, consisting of 37,820 permanent seats with an additional 2,532 standing room capacity in the scoreboard plaza.

The Stadium bowl overlooks a natural grass playing surface. The seating consists of a lower deck surrounding the field and an upper deck north, south, and east. There is an extensive concourse between the upper and lower seating areas, surrounded by nine buildings containing concession and rest room facilities. All seating is accessed by entering the concourse from four main gates.

Located on the south side of the Stadium is a five story structure with levels for club seating, 38 suites, and press, radio and television broadcast areas.

The Stadium has approximately 85 acres of adjacent event parking and an additional 65 acres of event parking located east of Stadium. In previous years, United Technologies Corporation has provided acreage for additional parking on their property south of the Stadium.

XL Center is an indoor facility consisting of a 16,000 seat arena and an Exhibition Hall consisting of approximately 68,000 square feet of event space. The facility plays host to basketball, hockey and a variety of concerts & family shows.

SCOPE OF SERVICES

1. Global Spectrum, L.P., is a Delaware limited partnership having an office at One Civic Center Plaza, Hartford, CT 06103 ("Manager" or "Global"), acting on behalf of the Capital Region Development Authority ("Owner" or "CRDA") and as the firm managing the Arena and Stadium on their behalf. The selected Technical Event Production Services company ("Production Company") is expected to contract directly with, and will respond and report to, Global Spectrum, L.P. CRDA has authorized Global Spectrum, L.P. to exercise any and all of CRDA's rights and responsibilities with respect to the operation of XL Center and Pratt & Whitney Stadium and the agreement(s) contemplated by this RFP.
2. The agreement is for the planning, management, staffing, and turnkey operation of full in-house video and audio production needs of live events within both Pratt & Whitney Stadium and XL Center.
3. The Production Company shall draft policies and procedures with respect to live video and audio event production for Global Spectrum, L.P.'s approval and the entity shall provide services in accordance with such rules and regulations. Global Spectrum, L.P., through its General Manager, may reasonably modify such rules and regulations at any time in its sole discretion.
4. The Production Company shall provide all necessary working capital, personnel and other additional requirements to manage and execute the live event production services. All Production Company employees will be employees of the Production Company and not CRDA or Global Spectrum, L.P.
5. Global Spectrum, L.P. will have the final approval on all suppliers and prices and at no time will the Production Company offer an exclusive to any supplier without Global Spectrum, L.P.'s prior consent. Global Spectrum, L.P. will decide any and all matters which may arise as to the acceptability of services rendered, levels of staffing, manner and level of performance, questions which arise as to the interpretation of the conditions and specifications, and all questions as to acceptable fulfillment of the agreement. Global Spectrum, L.P. reserves the final right of approval of Production Company's sources of product supply so long as they are competitive in terms of quality and price with the marketplace. Unless otherwise agreed to, the Production Company shall not retain any advertising rights at XL Center and Pratt & Whitney Stadium.
6. The Production Company shall be of the highest quality attainable. Services shall be provided in a professional manner in accordance with industry standards and health & safety standards of the State of Connecticut and all applicable statutes, rules, and regulations. All designated Production Company staff provided by the Production Company are to be properly trained and licensed or

certified, when required by law, at the Production Company's expense. The Production Company will provide a comprehensive list of the licensed or certified staff upon request.

7. The selected company will not be permitted to subcontract any area of staffing unless approved by Global Spectrum, L.P.
8. The Production Company shall appoint a manager with approval from Global Spectrum, L.P. for the term of the agreement.
9. The Production Company's employees, agents, and sub contractors shall be properly attired, trained, courteous and lawful in the performance of their duties. All staff are to be properly credentialed and assigned to designated areas with a full understanding of their duties and properly supervised. All uniforms to be mutually agreed upon by the Global Spectrum, L.P. and supplied by the Production Company.
10. Following each produced event, the Production Company will provide Global Spectrum, L.P. with a brief written summary. The summary will include any incidents, production issues, equipment issues and recommendations for improvement.
11. At the conclusion of each event or sooner if requested, the Production Company shall provide Global Spectrum, L.P. with final invoices for all services and expenses.
12. CRDA and Global Spectrum, L.P. shall make best effort to properly maintain and repair production equipment provided at Pratt & Whitney Stadium and XL Center resulting from normal use. Any damage caused by the negligence or abuse of the Production Company and its employees shall be the responsibility of the Production Company.
13. The Production Company shall have the capability to supply or supplement any and all necessary production equipment for live event productions at the stadium and arena. Should there be an expense associated with required supplemental equipment, the Production Company will inform Global Spectrum, L.P. in advance and shall receive written approval of expense prior to the event(s).
14. The Production Company shall provide Global Spectrum, L.P. no later than sixty (60) days prior the start of each fiscal year (July 1) in writing and drawing a projected organization structure and goals for the ensuing year. A recap of the previous event season will also be required identifying positives and areas for improvement.
15. The Production Company shall be required to provide, or modify operations, upon the request of the event licensees at XL Center and Pratt & Whitney Stadium, if it has been approved by Global Spectrum, L.P. as being in the best interest of the Stadium/Arena or is necessary to comply with the terms of agreement between Global Spectrum, L.P. and said licensees.

SUBMISSION DEADLINE

The due date for submissions is 3:00 p.m. on Friday, March 6, 2020. Submissions must be received in the required packaging and labeling at Pratt & Whitney Stadium, 615 Silver Lane, East Hartford, CT 06118 (ATTN: Derek Miles) not later than the deadline. Late submissions will not be accepted. Global Spectrum, L.P. shall not be responsible for misdirected or lost submissions.

No additions or changes to the original submission will be allowed after submittal. Global Spectrum, L.P. reserves the right, at its sole and absolute discretion, to request clarification or amplification of any information submitted under this RFP process. Global Spectrum, L.P., 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.

RFP PROCEDURES

- A. Official Global Spectrum, L.P. Contact.** Global Spectrum, L.P. contact person for the purposes of this RFP is:

Derek Miles
Pratt & Whitney Stadium
615 Silver Lane
East Hartford, Connecticut 06118
Telephone: (860) 610-4885
Email: derek.miles@spectrarp.com

All communications with Global Spectrum, L.P. regarding this RFP must be directed to the Global Spectrum, L.P. Contact.

- B. Respondent's Authorized Representative.** Respondents must designate an authorized representative and provide his/her name, title, address, telephone and fax numbers, email address and normal working hours. This information must be submitted to the Global Spectrum, L.P. Contact with the RFP submission.
- C. Communications Notice.** All communications with Global Spectrum, L.P. or any person representing Global Spectrum, L.P. 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.
- D. Inquiry Procedures.** All questions regarding this RFP and submission requirements must be directed, in writing, to the Global Spectrum, L.P. Contact by **3:00 p.m. on February 19, 2020.** Respondents are required to limit their contact regarding this RFP to the person named herein. On **February 28, 2020,** written responses to all questions received will be posted to the Pratt & Whitney Stadium and XL Center websites at www.rentschlerfield.com and www.xlcenter.com.

Any amendments to this RFP will also be posted on the Pratt & Whitney Stadium and XL Center websites and respondents are advised to periodically check this site.

- E. Packaging and Labeling Requirements.** All submissions must be delivered in sealed envelopes or packages. All submissions must be addressed to the Official Global Spectrum, L.P. Contact. The name and address of the respondent must appear in the upper left hand corner of the envelope or package. An original (clearly identified as such) and ten (10) copies of the submission and two (2) USB must be delivered. The submission must be signed by the respondent. Unsigned submissions will be rejected. Submissions transmitted by facsimile may not be accepted or reviewed.

- F. Submissions Due.** An original and ten (10) copies and two (2) USB must be received no later than **3:00 p.m. on March 6, 2020.**
- G. Mandatory Tour of Pratt & Whitney Stadium and XL Center.** There will be a mandatory tour of Pratt & Whitney Stadium on **February 12, 2020 at 10:00AM** followed by a mandatory tour of XL Center on **February 12, 2020 at 12:00PM.** **All potential respondents must attend.**
- H. Minimum Submission Requirements.** At a minimum, submissions must (1) be submitted before the deadline, (2) satisfy the packaging and labeling requirements, (3) follow the required format, (4) be complete, (5) include all required forms, and (6) be duly executed. Submissions that fail to meet these Minimum Submission Requirements may be disqualified and not reviewed further.
- I. Selection Committee.** A Selection Committee will evaluate qualified submissions offered in response to this RFP and recommend one or more finalists for competitive negotiation. The Committee shall evaluate all submissions that meet Minimum Submission Requirements.
- J. Competitive Negotiation and Selection.** It is Global Spectrum’s intention to notify finalists on **Friday, March 13, 2020** and to initiate competitive negotiation with such firm(s) beginning on **Thursday, March 19, 2020.** Following competitive negotiation, one firm will be selected to provide Technical Event Production Services under the terms of a contract with Global Spectrum, L.P.
- J. Timeline.** The following timeline, up to and including the deadline for offering submissions, shall be changed only by amendment to this RFP. Dates after the submittal deadline are target dates only. Respondents should periodically check the stadium/arena websites (**[HTTP://www.rentschlerfield.com](http://www.rentschlerfield.com)** and **www.xlcenter.com**) for any changes to this schedule.

January 22, 2020	RFP Released
February 12, 2020	Mandatory Tour of Pratt & Whitney Stadium
February 19, 2020	Deadline for Submittal of Questions and Requests for Clarifications
February 28, 2020	Written Answers to Questions Released
March 6, 2020	Submissions Due by 3:00 p.m.
March 13, 2020	Notification of Finalists
March 19, 2020	Start of Competitive Negotiation

Global Spectrum, L.P. recognizes that this is an aggressive schedule; however, time is of the essence in order to meet operational obligations.

RFP CONDITIONS

All respondents must be willing to adhere to the following conditions and must positively state this in the submission.

- A. Global Spectrum, L.P. is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. Global Spectrum, L.P. 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 Global Spectrum, L.P. Respondents are encouraged **NOT** to include in their submissions any information that is proprietary. 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**, Global Spectrum, L.P. will endeavor to keep said information confidential to the extent permitted by law. Global Spectrum, L.P., 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 Global Spectrum, L.P. or any of its staff have any liability for disclosure of documents or information in the possession of Global Spectrum, L.P. which Global Spectrum, L.P. 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 Global Spectrum, L.P.

- D. Timing and sequence of events resulting from this RFP will ultimately be determined by Global Spectrum, L.P.
- 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 Global Spectrum, L.P. action will be accepted.
- G. Global Spectrum, L.P. may amend or cancel this RFP or modify the schedule, prior to the due date and time, if Global Spectrum, L.P. deems it to be necessary, appropriate or otherwise in the best interests of Global Spectrum, L.P. 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. Global Spectrum, L.P. 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 a respondent in preparing or submitting submissions are the sole responsibility of the respondent.
- J. A respondent must be prepared to present evidence of experience, ability, services, facilities, proposed pay scale in conjunction with billable rates for any and all positions, 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 Global Spectrum, L.P. 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 Global Spectrum, L.P. 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. The respondent accepts the **State's Vendor Agreement Standard Terms and Conditions** (Attachment A).

- P. The respondent must be able to provide complete live event video & audio production needs of Pratt & Whitney Stadium and XL Center. These needs include, but are not limited to, event/game day production, pre-production needs, technical skills to operate control room equipment, cameras, replay equipment, broadcast engineering, video/audio distribution systems, video board graphics and management.
- Q. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of Global Spectrum, L.P. 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 Global Spectrum, L.P. and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. Global Spectrum, L.P. 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 Global Spectrum, L.P. The contract may be amended only by means of a written instrument signed by Global Spectrum, L.P. and the respondent.

REQUIRED FORMAT FOR SUBMISSIONS

All submissions 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.

Section 1 – Table of Contents

Respondents 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 2 – Respondent Information

Please complete the following forms and include any other requested documentation that may pertain to your legal status.

- a. Taxpayer Identification Number and Certification Form (W-9)

Section 3 – Organizational Profile

- a. Qualifications. Describe how your experience or special knowledge, skills or abilities meet Pratt & Whitney Stadium and XL Center's Technical Event Production Services needs as outlined in this RFP.
- b. Summary of Relevant Experience. Provide a listing of comparable facilities for which the respondent currently provides Technical Event Production Services or has provided these services within the last five years. Additionally, provide detailed information on the type of facility, annual attendance, and scope of services provided.
- c. Organization Chart. If the respondent is a firm or corporation, 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 two (2) 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 two (2) years, 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.

Financial statements are only required if the respondent is required to file such statements with the Connecticut Secretary of State. If a respondent is not required to file a financial statement with the Secretary of State, they should state that in their submittal, otherwise an audited statement will be expected.

- e. References. Include the names of three (3) references that have contracted with the respondent for Technical Event Production 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 4 – Proposals

Proposals must be submitted using Proposal Schedule No. 1. If a respondent anticipates a cost increase for year two (2) of this contract, please submit a second Proposal Schedule including this cost increase. Also, please submit a third (3) proposal which would be for year (3).

NOTE: Pratt & Whitney Stadium at Rentschler Field is exempt from payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the proposed cost.

Section 5 – Additional Data

Provide any additional information which the respondent wishes to bring to the attention of Global Spectrum, L.P. that is relevant to this RFP.

SUBMISSION INSTRUCTIONS

The contract for Technical Event Production Services will be awarded to the qualified finalist submitting a responsive proposal based upon qualifications, ability to perform, and the total amount proposed for all proposal items in accordance with Proposal Schedule No. 1.

Submissions must conform to the Required Format for Submissions. Global Spectrum, L.P. may reject any submission that contains omissions, alterations of form, additions not called for, conditions, limitations, unauthorized altered proposals or other irregularities of any kind.

All proposed items must be balanced and in proportion to each other and to the total amount proposed.

All individual proposed items must be sufficient to allow the selected contractor to perform the work.

MANDATORY TOUR AND SITE INSPECTION

Respondents **MUST** attend the **February 12, 2020** Tour at Pratt & Whitney Stadium and XL Center.

Each respondent, by submitting a proposal, shall certify that it has carefully examined the site of the work, examined this RFP and is fully informed as to the operational activities of Global Spectrum, L.P. with regard to the performance of the Technical Event Production Services as defined in this RFP.

Any respondent wishing to further inspect the site may do so by arranging an appointment with the Official Global Spectrum, L.P. Contact at least 48 hours prior to the desired time of inspection.

PROPOSAL FORM

DATE: _____

PROPOSER: _____

The undersigned, as proposer hereby declares that this proposal is made without connection with any other person, company, or parties making a proposal; and that it is, in all respects fair and made in good faith without collusion and fraud.

The proposer further declares that it has examined the site of the work and informed itself fully in regard to all conditions pertaining to the place where the work is to be performed; that it has examined the contents of this RFP and has read all of the addenda furnished prior to the Submission Deadline, has carefully examined the site of services and understands the conditions and restrictions under which the services must be provided and the time within which the services must be performed.

The proposer agrees, if this proposal is accepted, to furnish all necessary tools, equipment, supplies, means of transportation, labor, management, supervision, direction, services, and incidentals necessary to perform and complete within the time specified, the services covered by this contract, and to furnish evidence of the required insurance.

The proposer agrees to accept as full compensation for all services required to complete the contract, the prices named therefore in Proposal Schedule No. 1.

PROPOSAL SCHEDULE NO. 1

1. PROPOSAL FOR AUDIO ENGINEER SERVICES

PROPOSED ITEM A1- HOURLY CHARGE FOR WAGES AND SALARIES \$ _____

PROPOSED ITEM A2 - CHARGE FOR OVERHEAD \$ _____

PROPOSED ITEM A3 – CHARGE FOR PROFIT \$ _____

PROPOSED ITEM - TOTAL MAXIMUM CHARGE FOR AUDIO ENGINEER

The TOTAL of BID ITEMS A1, A2, A3 \$ _____

2. PROPOSAL FOR VIDEO / TECHNICAL DIRECTOR

PROPOSED ITEM A1- HOURLY CHARGE FOR WAGES AND SALARIES \$ _____

PROPOSED ITEM A2 - CHARGE FOR OVERHEAD \$ _____

PROPOSED ITEM A3 – CHARGE FOR PROFIT \$ _____

PROPOSED ITEM TOTAL MAXIMUM CHARGE FOR TECHICAL DIRECTOR

The total of BID ITEMS A1, A2, A3, \$ _____

3. PROPOSAL FOR VIDEO ENGINEER

PROPOSED ITEM A1- HOURLY CHARGE FOR WAGES AND SALARIES \$ _____

PROPOSED ITEM A2 - CHARGE FOR OVERHEAD \$ _____

PROPOSED ITEM A3 – CHARGE FOR PROFIT \$ _____

PROPOSED ITEM - TOTAL MAXIMUM CHARGE FOR VIDEO ENGINEER

The total of BID ITEMS A1, A2, A3, \$ _____

4. PROPOSAL FOR VIDEO REPLAY OPERATOR

PROPOSED ITEM A1- HOURLY CHARGE FOR WAGES AND SALARIES \$ _____

PROPOSED ITEM A2 - CHARGE FOR OVERHEAD \$ _____

PROPOSED ITEM A3 – CHARGE FOR PROFIT \$ _____

PROPOSED ITEM - TOTAL MAXIMUM CHARGE FOR VIDEO REPLAY OPERATOR

The total of BID ITEMS A1, A2, A3, \$ _____

5. PROPOSAL FOR VIDEO PRODUCER GRAPHICS

PROPOSED ITEM A1- HOURLY CHARGE FOR WAGES AND SALARIES \$ _____

PROPOSED ITEM A2 - CHARGE FOR OVERHEAD \$ _____

PROPOSED ITEM A3 – CHARGE FOR PROFIT \$ _____

PROPOSED ITEM - TOTAL MAXIMUM CHARGE FOR VIDEO PRODUCER GRAPHICS

The total of BID ITEMS A1, A2, A3, \$ _____

6. PROPOSAL FOR CAMERA OPERATOR

PROPOSED ITEM A1- HOURLY CHARGE FOR WAGES AND SALARIES \$ _____

PROPOSED ITEM A2 - CHARGE FOR OVERHEAD \$ _____

PROPOSED ITEM A3 – CHARGE FOR PROFIT \$ _____

PROPOSED ITEM - TOTAL MAXIMUM CHARGE FOR CAMERA OPERATOR

The total of BID ITEMS A1, A2, A3, \$ _____

7. PROPOSAL FOR UTILITY PERSON

PROPOSED ITEM A1- HOURLY CHARGE FOR WAGES AND SALARIES \$ _____

PROPOSED ITEM A2 - CHARGE FOR OVERHEAD \$ _____

PROPOSED ITEM A3 – CHARGE FOR PROFIT \$ _____

PROPOSED ITEM - TOTAL MAXIMUM CHARGE FOR UTILITY PERSON

The total of BID ITEMS A1, A2, A3, \$ _____

8. PROPOSAL FOR VIDEO BOARD/RIBBON BOARD OPERATOR

PROPOSED ITEM A1- HOURLY CHARGE FOR WAGES AND SALARIES \$ _____

PROPOSED ITEM A2 - CHARGE FOR OVERHEAD \$ _____

PROPOSED ITEM A3 – CHARGE FOR PROFIT \$ _____

PROPOSED ITEM - TOTAL MAXIMUM CHARGE FOR VIDEO BOARD OPERATOR

The total of BID ITEMS A1, A2, A3, \$ _____

9. PROPOSAL FOR TECHNICAL ENGINEER

PROPOSED ITEM A1- HOURLY CHARGE FOR WAGES AND SALARIES \$ _____

PROPOSED ITEM A2 - CHARGE FOR OVERHEAD \$ _____

PROPOSED ITEM A3 – CHARGE FOR PROFIT \$ _____

PROPOSED ITEM - TOTAL MAXIMUM CHARGE FOR TECHNICAL ENGINEER

The total of BID ITEMS A1, A2, A3, \$ _____

10. PROPOSAL FOR PRE & POST PRODUCTION LABOR

PROPOSED ITEM A1- HOURLY CHARGE FOR WAGES AND SALARIES \$ _____

PROPOSED ITEM A2 - CHARGE FOR OVERHEAD \$ _____

PROPOSED ITEM A3 – CHARGE FOR PROFIT \$ _____

PROPOSED ITEM - TOTAL MAXIMUM CHARGE FOR PRE & POST PRODUCTION LABOR

The total of BID ITEMS A1, A2, A3, \$ _____

PROPOSER SIGNATURE PAGE

THE OFFICERS OF THE CORPORATION ARE AS FOLLOWS:

President _____

Vice President _____

Secretary _____

Treasurer _____

The full names and residences of stockholders, persons, or firms interested in the foregoing bid, as principals, are as follows:

The undersigned hereby attests and affirms that the RFP and any addenda have been read in detail by officers, employees, agents or representatives of the company named below; that the company named below is fully qualified and able to perform in accordance with the terms and conditions of the RFP and any addenda; that he/she is an officer or employee of the company named below; that he/she is authorized to submit this proposal and should Global Spectrum, L.P. accept this proposal, bind the company to the terms of the resultant contract.

PROPOSER:

Corporate Name _____

Mailing Address _____

BY: _____ Date: _____

(President)

ATTEST: _____ Date: _____

State in which chartered:

PROPOSER'S QUESTIONNAIRE

1. Name of Company _____

2. Address _____

3. Phone Number _____

4. Is your company a corporation _____, partnership _____, or individually owned _____? If incorporated, in what state _____?

5. Give names and titles of persons of authority in your organization. If partnership, list all partners.

6. What types of services do you provide other than Event Production?

7. How long has your organization been in business under your present name?

Former names, if any: _____ How long under former names?

8. Affiliated companies (If parent company, list subsidiaries and divisions. If subsidiary or division, name of parent company, its principals and their addresses):

9. What are your craft labor affiliations? _____

10. What surety companies have furnished bonds for you in the past? _____

11. What are your bond limits? _____

12. Are there any judgments, suits, claims pending against your firm? _____

If so, submit brief details on a separate sheet and attach.

13. Are there any liens filed on any of your work? If so, submit brief details on a separate sheet and attach.

EVALUATION OF SUBMISSIONS

The Selection Committee will evaluate submissions offered in response to this RFP and recommend finalists for consideration. The Committee shall evaluate all submissions that meet the Minimum Submission Requirements.

The following criteria shall be those utilized in the selection process. They are presented as a guide for the respondent in understanding Global Spectrum, L.P.'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 the type of work to be performed.
2. REFERENCES
3. FINANCIAL PROPOSAL

COMPETITIVE NEGOTIATION

Firms recommended by the Selection Committee for competitive negotiation are expected to meet with representatives of Global Spectrum, L.P. beginning on **March 19, 2020**. Firms should be prepared to discuss the following:

- (a) Proposed plans for Pratt & Whitney Stadium and XL Center
- (b) Operational approach
- (c) Short-term goals
- (d) Long-Term vision
- (e) Value-added services to supplement required scope of services
- (f) Contractual considerations, and
- (g) Financial requirements

RIGHTS RESERVED TO GLOBAL SPECTRUM, L.P.

Global Spectrum, L.P. 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 of Connecticut contract, or if the bid or submission limits or modifies any of the terms and conditions and/or specifications of the RFP. Global Spectrum, L.P. also reserves the right to waive technical defect, irregularities and omissions if, in its judgment the best interests of Global Spectrum, L.P. and the State of Connecticut would be served.

Global Spectrum, L.P. 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 Global Spectrum, L.P. shall not constitute a breach of contract on the part of Global Spectrum, L.P. 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 Global Spectrum, L.P. and the respondent.

Attachment A

STATE OF CONNECTICUT PRATT & WHITNEY STADIUM AT RENTSCHLER FIELD and XL CENTER VENDOR AGREEMENT STANDARD TERMS AND CONDITIONS

Section 1. Scope.

Except as otherwise set forth in these Standard Terms and Conditions, all of the terms and conditions of the Agreement shall remain in full force and effect. If there is a conflict between the terms and conditions set forth in these Standard Terms and Conditions and the terms and conditions set forth in the Agreement, the terms and conditions set forth in these Standard Terms and Conditions shall prevail. Unless otherwise included herein, the defined terms used in these Standard Terms and Conditions shall have the same meaning as set forth in the Agreement.

Section 2. Facilities Management Agreement.

This Agreement is subject to the Facilities Management Agreement between Global Spectrum LLC (“Manager”) and the Capital Region Development Authority (“CRDA”), dated as of April 26, 2013 (“Management Agreement”).

Section 3. Quality Surveillance and Examination of Records.

All services performed by Subcontractor shall be subject to the inspection and approval of CRDA at all times, and Subcontractor shall furnish all information concerning the services.

CRDA or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Subcontractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. CRDA will give the Subcontractor at least twenty-four (24) hours’ notice of such intended examination. At CRDA’s request, the Subcontractor shall provide CRDA with hard copies or an electronic format of any data or information in the possession or control of the Subcontractor which pertains to CRDA’s business under this Agreement.

The Subcontractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the Manager and shall make them available for inspection and audit by CRDA.

Section 4. Nondiscrimination Covenants.

The Subcontractor agrees and warrants that in the performance of the subcontract such Subcontractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex,

gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subcontractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Subcontractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subcontractor that such disability prevents performance of the work involved. (b) the Subcontractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities (“Commission”); (c) the Subcontractor agrees to provide each labor union or representative of workers with which the Subcontractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subcontractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker’s representative of the Subcontractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the Subcontractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; and (e) the Subcontractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subcontractor as they relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

Section 5. **Freedom of Information Requirements.**

Subcontractor acknowledges that CRDA is a “public agency” for the purposes of the Connecticut Freedom of Information Act (the “FOIA”) and that information relating to Subcontractor and its affairs received or maintained by, either directly or through Manager, shall constitute “public records or files” for the purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by CRDA.

Section 6. **Confidentiality.**

Subcontractor and Manager each agree that neither will, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, financial results, data, or marketing and business plans obtained during the course of performance under this Agreement (the “Confidential Information”). Each party will use its best efforts to ensure that any Confidential Information obtained from the other party will be disclosed only to the receiving party’s employees and agents and only on a “need-to-know” basis, and that such employees and agents will be bound by an obligation to maintain the confidentiality of the Confidential Information similar to the obligations of

Manager and Subcontractor under this Section. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information which (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form; (iv) is independently developed by a party without use of or reference to any of the other party's Confidential Information; (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party; (vi) is necessary for the receiving party to disclose in connection with a merger or acquisition or proposed merger or acquisition, or the like, provided the party to whom such disclosure is being made executes a confidentiality agreement in a form reasonably satisfactory to the party whose Confidential Information is being disclosed; or (vii) is necessary to be shared with CRDA.

Section 7. **Publicity.**

Manager reserves the right to release all information relating to the subject matter of this Agreement and to determine the form, content and timing of the release of such information. subcontractor will not divulge information concerning the subject matter of this Agreement to anyone (including, but not limited to a governmental authority in application for a permit, approval, or clearance, or to market its services) without Manager's prior written consent, unless the disclosure is made by subcontractor pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and other sufficient notice is given by the subcontractor to Manager of any such requirement or request to permit Manager to seek an appropriate protective order or exemption from such requirement or request. The requirements of this Section shall survive the termination or expiration of this Agreement.

Section 8. **Severability.**

The failure of Manager or subcontractor to insist upon the strict performance of any provisions of this Agreement, or the failure of Manager or subcontractor to exercise any right, option or remedy hereby reserved, shall not be construed as waiver for the future of any such provision, right option or remedy or as a waiver of a subsequent breach thereof. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

Section 9. **Precedence.**

In the case of any inconsistency between the provisions of the Agreement, including these Standard Terms and Conditions, and the provisions of Conn. Gen. Stat. Chapter 588z, the provisions of Conn. Gen. Stat. Chapter 588z shall govern.