

LEGAL NOTICE

Request for Proposals for HVAC Service and Maintenance for the XL Center

Global Spectrum, L.P. is seeking proposals from firms interested in providing **HVAC Service and Maintenance** for the XL Center.

The XL Center is an approximately 16,000-seat facility located in Hartford, Connecticut designed to meet NCAA Division 1-A requirements for basketball and hockey, AHL requirements for hockey, while accommodating other events such as concerts, family shows and exhibition hall events. The XL Center serves as the home of the Hartford Wolf Pack, University of Connecticut basketball and hockey programs, and hosts other athletic, cultural, entertainment and civic events throughout the year. Additional information on the XL Center can be found at www.xlcenter.com.

The Request for Proposals is available online at www.xlcenter.com or from Casey Heverling, Global Spectrum, L.P., XL Center, One Civic Center Plaza, Hartford, CT 06103. Telephone (860) 610-4768, or Fax (860) 610-4985. Email casey_heverling@comcastspectacor.com.

The deadline for submission of proposals is 3:00 p.m. on Monday, September 12, 2016.

REQUEST FOR PROPOSALS
FOR
HVAC SERVICE AND MAINTENANCE
XL CENTER
HARTFORD, CONNECTICUT

Key Dates:

August 8, 2016	RFP Released
August 22, 2016	<u>Mandatory</u> XL Center Tour
August 29, 2016	Questions / Requests for Clarification Due
September 5, 2016	Responses to Questions / Requests for Clarification Posted
September 12, 2016	RFP Submissions Due

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

TABLE OF CONTENTS

1. Objective	Page 4
2. Background	Page 5
3. Scope of Services	Page 6
4. Submission Deadline	Page 7
5. RFP Procedures	Page 7
6. RFP Conditions	Page 9
7. Required Format for Submissions	Page 11
8. Submission Instructions	Page 13
9. Mandatory Tour and Site Inspection	Page 13
10. Evaluation of Submissions / Rights Reserved	Page 13
11. Rights Reserved	Page 14
12. Proposal Form	Page 15
13. Proposal Questionnaire	Page 16
14. Schedule A – HVAC Proposal	Page 17
15. Schedule B - State of Connecticut – Vendor Agreement Standard Terms & Conditions	Page 19

REQUEST FOR PROPOSALS (RFP)

BY

GLOBAL SPECTRUM, L.P.

XL Center

OBJECTIVE

Global Spectrum, L.P. is seeking proposals from firms interested in providing HVAC Service and Maintenance for the XL Center in Hartford, Connecticut.

Eligible respondents will be those entities that have a demonstrated successful track record relating to building HVAC systems.

Proposals in response to this RFP must be submitted to Global Spectrum, L.P. by **3:00 PM Monday, September 12, 2016**. 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 HVAC Service and Maintenance under a three (3) year contract with Global Spectrum, L.P. This contract will commence on **October 1, 2016**.

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

The XL Center is a major arena and exhibition hall owned by the State of Connecticut located in downtown Hartford, Connecticut. The total Arena capacity is 13,662, consisting of 12,876 permanent seats located in the seating bowl with an additional seating capacity of 786 in the 42 luxury suites and club level restaurant.

The Arena bowl overlooks a multipurpose surface used for various functions such as AHL/NCAA hockey, NCAA Basketball and concerts. The seating consists of a lower bowl surrounding the surface and an upper bowl. There is a main concourse between the upper and lower seating areas, surrounded by five concession stands and 12 "bars". There are eight rest room facilities located on the concourse as well. All seating is accessed by entering the concourse from three main gates.

Located on the east side and west side of the Arena is another upper level concourse with two rest rooms on each side and multiple concession stands.

Located on the service level are four main locker room areas and two performer dressing rooms. These areas have typical bathroom, shower and locker room amenities. In addition to the locker room areas are two meeting rooms and a 60,000 square foot exhibition hall used for various flat shows and concert support throughout the year. All operational and equipment storage is located on the service level as well.

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 State's Capital Region Development Authority ("Owner" or "CRDA") and as the firm managing the XL Center on their behalf. The selected HVAC Company ("Selected 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 the XL Center and the agreement(s) contemplated by this RFP.
2. This RFP's scope of services is divided into two elements:
 - a. The first element is preventative maintenance and ongoing maintenance for the XL Center's HVAC systems. In Schedule A below, respondents will find a list of equipment that they will be required to provide for a preventative maintenance program. Such inspections and maintenance shall be conducted so as to not conflict with the XL Center's event schedule.
 - b. The second element involves staffing for required services as necessary for the event-day operations at the XL Center as requested.
3. The Selected Company shall provide all necessary working capital, inventory, personnel, and additional equipment to provide HVAC services. All Selected Company employees will be employees of the Selected Company and not CRDA or Global Spectrum, L.P.
4. Global Spectrum, L.P. will have the final approval on all suppliers and prices and at no time will the Selected 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 Selected Company's sources of product supply so long as they are competitive in terms of quality and price with the marketplace. The Selected Company shall not retain any advertising rights at the XL Center.
5. HVAC Services shall be of the highest quality attainable. Services shall be provided in a professional manner in accordance with all applicable statutes, rules, and regulations.
6. The Selected Company will not be permitted to subcontract any task within their scope of services unless approved by Global Spectrum, L.P.
7. The Selected Company's employees, agents, and sub contractors shall be properly attired, trained, courteous and efficient in the performance of their duties.

SUBMISSION DEADLINE

The due date for submissions is 3:00 p.m. on Monday, September 12, 2016. Submissions must be received in the required packaging and labeling at XL Center, One Civic Center Plaza, Hartford, CT 06103 (ATTN: Casey Heverling) 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:

Casey Heverling
XL Center
One Civic Center Plaza
Hartford, Connecticut 06103
Telephone: (860) 610-4768
Fax: (860) 610-4985
Email: casey_heverling@comcastspectacor.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. Mandatory Tour of the XL Center.** There will be a **MANDATORY** tour of the XL Center on **Monday August 22, 2016 at 10:00 a.m. All potential respondents must attend.**
- E. 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 Monday, August 29, 2016.** Respondents are required to limit their contact regarding this RFP to the person

named herein. On **Monday, September 5, 2016**, written responses to all questions received will be posted to the XL Center website at www.xlcenter.com.

Any amendments to this RFP will also be posted on the XL Center website and respondents are advised to periodically check this site.

- F. Submissions Due.** Three hard copies of the submission (1 signed original and 2 duplicates) and one (1) electronic copy on a USB flash drive must be received no later than **3:00 p.m. on Monday, September 12, 2016**.
- G. 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. **Three hard copies of the submission (1 signed original and 2 duplicates) and one (1) electronic copy on USB flash drive** 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.
- 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 **Monday, September 19, 2016** and to initiate competitive negotiation with such firm(s) beginning on **Monday, September 26, 2016**. Following competitive negotiation, one firm will be selected to provide HVAC services under the terms of a contract with Global Spectrum, L.P.
- K. 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 XL Center website (www.xlcenter.com) for any changes to this schedule.

August 8, 2016	RFP Released
August 22, 2016	Mandatory XL Center Tour
August 29, 2016	Questions / Requests for Clarification Due
September 5, 2016	Responses to Questions / Requests for Clarification Posted
September 12, 2016	Submissions Due by 3:00 p.m.
September 19, 2016	Notification of Finalists
September 26, 2016	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 the XL Center 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** (Schedule D).
- P. 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

Please submit three (3) hard copies (1 signed original and 2 duplicates) and one (1) electronic copy on a USB flash drive. 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, education and training meet the required minimum qualifications of this RFP.
- b. Summary of Relevant Experience. Provide a listing of facilities for which you have provided similar HVAC service and maintenance during the last five (5) years. Please include contact information, including name, address, phone number and email.
- 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 respondent 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 three (3) letters of reference from recent clients and one (1) letter of reference from a supplier. Provide the following information for each reference: name, title, name of organization, address and telephone number.

Section 4 – Personnel Resources

- a. Staffing Plan. Identify the personnel resources that will be assigned to the XL Center. State the proportion of time that personnel will allocate to each activity/task of the project. Includes a job description for each title assigned to the personnel identified.
- b. Key Personnel. Identify the key individuals that will be assigned to this project. Attach resumes reflecting their qualifications and work experience in the subject area. [Note: Global Spectrum must be notified in writing and in advance regarding the departure of any key personnel from the project.]

Section 5 – Proposed Cost

- a. HVAC Service and Maintenance. Using the form provided in Schedule A, please propose a cost to provide preventative maintenance for the XL Center’s HVAC system. Respondents should assume a total of four (4) maintenance visits per year with costs divided into four (4) quarterly payments. Further, please provide an hourly cost for needed task work and event-related services, as required by the XL Center event schedule and Global Spectrum.
- b. Materials. Respondents should also provide a proposed percentage mark-up on materials provided or needed.

NOTE: XL Center 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 6 – Required Forms

Please include signed copies of the Proposal Form, Proposal Signature Page and Proposer’s Questionnaire. These documents are located on pages 14 through 16 of this RFP.

Section 7 - 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 HVAC Service and Maintenance 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 Schedule A and Schedule B.

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 August 22nd XL Center Tour at 10:00 a.m.

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 HVAC Service and Maintenance 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.

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**

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.

PROPOSAL FORM

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 in its proposal.

PROPOSER:

Company Name _____

Signed: _____ Date: _____

PROPOSAL 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 HVAC?
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.

Schedule A
XL Center
HVAC MAINTENANCE & SERVICE

EVENT-DAY SERVICES

Hour Rate schedule task work	M – F 8:00–4:30	M – F 4:30–8:00	Saturday	Sunday & Holiday
Journeyman – event related				
Journeyman Service Tech				
Material Mark-up (trade + %)				

HVAC SERVICE CONTRACT

Quantity	Capacity	Equipment	PM	Filter Change	Condenser Clean
2	28,000	Heat/Cool	4	3	MERV 8
2	34,000	Heat/Cool	4	3	MERV 8
2	32,700	Heat/Cool	4	3	MERV 8
2	33,500	Heat/Cool	4	3	MERV 8
2	16,350	Heat/Cool	4	2	MERV 8
1	11,650	Heat/Cool	4	2	MERV 8
1	15,850	Heat/Cool	4	3	MERV 8
1	14,810	Heat/Cool	4	3	MERV 8
1	8,755	Heat/Cool	3	2	MERV 8
2	24,250	Heat/Cool	4	3	MERV 8
1	21,500	Heat/Cool	4	2	MERV 8
1	5,150	Heat/Cool	3	2	MERV 8
2	46,800	Heat/Cool	4	3	MERV 8
2	13,050	Heat/Cool	4	3	MERV 8
1	27,400	Heat/Cool	4	2	
3	5,000	Heat/Cool	4	2	MERV 8
1	5,000	Heat/Cool - not chilled water	4	2	MERV 8
1	3,300	Heat/Cool - not chilled water	3	3	MERV 8
18	25,000	Exhaust Fans	4	2	
4	12,500	Exhaust Fans	4	3	
6	6,250	Exhaust Fans	4	2	
1	150	Exhaust Fans	3	3	
1	500	Exhaust Fans	4	3	
1	920	Exhaust Fans	4	3	
1	4,800	Exhaust Fans	3	2	
1	1201	Split Air	4	3	
2	640	Split Air	3	2	
1	775	Split Air	4	3	
2	400	Cabinet Unit Heater	3	2	

Preventive Maintenance will correspond to equipment manufacturer service maintenance requirements. Condenser Coils will be washed with a cleaner approved by Equipment Manufacturer.

TERM	Amount \$
Year 1	
Year 2	
Year 3	

HVAC

SERVICE AND MAINTENANCE SCHEDULE

Heat/Cool Units

(Four visits per year)

Check all heating and cooling operations appropriate to the season. Perform necessary maintenance as described by manufacturer. Replace air filters in accordance with schedule above. Replace fan belts if necessary. Wash condenser coils and fresh air intake filters once a year. Check drain pan. Drain and clean pan.

Split A/C Systems

(Four visits per year)

Check all necessary heating and cooling operations appropriate to the season. Perform maintenance as described by the manufacturer. Wash the air filters each visit. Wash the condenser coils once a year. Check drain pan. Drain and clean pan.

VAV Boxes

(One visit per year)

Inspect units and test controls. Check to determine boxes are operating correctly.

Exhaust Fans

(Two visits per year)

Check Fan Operations. Lubricate motors and bearings. Adjust or replace fan belts.

Schedule B

CRDA VENDOR AGREEMENT STANDARD TERMS AND CONDITIONS XL Center

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, mental retardation, 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, mental retardation, 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. **Insurance.**

Subcontractor agrees to maintain insurance policies protecting its property interests at the XL Center covering the following risks in the following minimum amounts and named additional insureds:

(a) **Workers' Compensation** - Subcontractor shall secure and deliver to CRDA and Manager evidence of workers' compensation (including occupational disease hazards) and Employer's Liability insurance, insuring their employees in amounts equal to or greater than required

under Connecticut law. Provided that such required amounts are provided under Subcontractor's excess/umbrella coverage, the Employer's Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.

(b) **Commercial General Liability** - Subcontractor shall secure and deliver to CRDA and Manager prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a commercial general liability insurance policy, including bodily injury, personal injury and property damage, covering Subcontractor's activities and loss and damage to the XL Center and other facilities at the XL Center site occurring in connection with Subcontractor's activities, in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate per policy year, including products and completed operations, personal and advertising injury and blanket contractual liability coverage. Subcontractor shall also maintain umbrella liability insurance (following form) for the commercial general liability and employers' liability matters covered by the policies described in this Section hereof with a limit of Ten Million Dollars (\$10,000,000) in the aggregate.

(c) **Evidence of Insurance** - Subcontractor shall provide to Manager and CRDA, not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverages required by this Section, all in such form as Manager and CRDA may reasonably require, with Subcontractor as the named insured and with Manager and CRDA as additional insureds. The policies for said coverages shall contain a provision covering Subcontractor's indemnification liabilities to CRDA and Manager (to the extent that the loss is of a nature that it would otherwise be covered under such insurance). Notwithstanding the provisions of this Section, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

(d) **Other Insurance Requirements** -

(i) All insurance required to be maintained under this Agreement must be placed with insurance companies reasonably licensed to do business in the state of Connecticut with the financial rating of at least A-(VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis.

(ii) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to CRDA and Manager at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

(iii) All insurance procured by Subcontractor in accordance with the requirements of this Agreement shall be primary over any insurance carried by CRDA or Manager, shall not require contribution by CRDA or Manager and shall provide that the insurer shall have no right of recovery or subrogation against CRDA or Manager.

Section 7. **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 8. **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 9. **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 10. **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.