



AUDIO VISUAL SERVICES REQUEST FOR PROPOSAL

The Connecticut Convention Center is accepting proposals for the privilege of being the “In-House Audio Visual Services Provider” for the center, including all Rigging services. Rigging services will be exclusive to the selected in-house provider. Audio Visual services are not exclusive.

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ARTICLE I: DEFINITIONS

- 1.1 **Request for Proposals (RFP)** consists of the Advertisement to Bid and the Instructions to Respondents.
- 1.2 A **Response** is a complete and properly signed proposal to do the Work as stipulated therein, submitted in accordance with the RFP.
- 1.3 A **Respondent** is a person or entity who submits a Response.
- 1.4 **Financial Terms** means the amount of compensation to be received by The Connecticut Convention Center as evidenced by the Contract Documents, during the contract time.
- 1.5 **Work** is the services to be performed by the successful Respondent as outlined in Article VII Scope of Work.
- 1.6 **Equipment** is all necessary materials to service ballrooms, meeting rooms, exhibit halls and booths, registration areas, or other related use of space with Audio Visual and other related materials installed in the Connecticut Convention Center.
- A. **ON SITE:** equipment stored on premises, in a location designated by the Connecticut Convention Center.
- B. **OFF SITE:** equipment stored at a mutually agreed upon location not on center premises.
- 1.7 The **Capital Region Development Authority (CRDA)** is the governing office that oversees the management of the Connecticut Convention Center.
- 1.8 The **Connecticut Convention Center (THE CENTER)** is the location where the Work is to be performed.
- 1.9 **Waterford Venue Services Hartford, LLC (MANAGER)** is the managing agent of the Connecticut Convention Center acting as agent for the Capital Region Development Authority (CRDA).
- 1.10 **Event** is the period of time during which THE CENTER is occupied by licensees.
- 1.11 **Licensees** are those who use THE CENTER as the location of their events.
- 1.12 **Vendor** is the organization with whom the Connecticut Convention Center prefers to provide audio visual at THE CENTER.

- 1.13 Gross Receipts** are the aggregate amount of gross billings, less applicable sales taxes for all Audio Visual rendered in, on, from, or about the Center by the vendor, its subcontractors, or any person, whether for cash or credit, whether collected or uncollected.

ARTICLE II: CRITICAL DATES

- Interest Party Response : **September 24, 2018**
- Mandatory Respondents Walk-Through : **October 2, 2018 at 11am**
- Submission of Respondent Questions : **October 3, 2018 4pm deadline**
- Response to Questions : **October 5, 2018**
- Submission of Written Proposal Due Date : **October 15, 2018** (reference 4.11)
- Interviews : **October 22, 23 2018 time TBD**
- Projected Decision Date : **October 29, 2018**
- Projected Contract Commencement : **December 17, 2018**

* Interested party responses will be accepted via email only at
mtschuta@ctconventions.com

* Respondent questions will be accepted via email only at
mtschuta@ctconventions.com

ARTICLE III: PROPOSAL DOCUMENTS

COPIES

- 3.1** One complete RFP may be obtained by interested parties, at no cost, from the issuing office designated in the Advertisement.
- 3.2** Additional copies of the RFP may be secured at a cost of \$5 to the respondent upon request and payment to the issuing office designated in the Advertisement.
- 3.3** In making copies of the RFP available on the above terms, MANAGER so grants permission for any other use of the RFP.

ARTICLE IV: PROCEDURES

FORM AND STYLE OF RESPONSE

4.1 Responses must include the following:

- The required format for your submittal should be bound and each response should be labeled in correspondence and with the associated question and in numerical sequence. Each response addressed must have a correlated number, must be in numerical sequence and all points must be acknowledged. If it is not a question, simply identify with "NA" or "AGREE".
- Financial Qualifications - Provide evidence that Respondent has the financial ability to perform the work, including the full acquisition of full inventory stock, to complete full installment. Respondent must provide their last two (2) financial statements. In the case of a subsidiary, statements must be on the operating entity. No statement of the parent or holding company is acceptable.
- If Respondent is a Small Contractor or Minority Business Enterprise certified by the State of Connecticut Department of Administrative Services, the Response should so indicate.
- References - Provide five (5) references stating name, title, company, address and telephone number and total value of services performed for each references, and length of contract services (i.e. 3 years).

4.2 All Responses shall be typewritten without erasures or deletions. No electronically submitted responses will be considered.

4.3 Each copy of the Response shall include the legal name of the Respondent and a statement identifying the Respondent as a sole proprietor, partnership, corporation or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Respondent to a contract. A response by a corporation shall further give the state of incorporation and whether the Respondent is qualified to do business in Connecticut as a foreign corporation. A Response submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Respondent.

PROPOSED TERMS OF BID

- 4.4 Respondent must propose, in writing its best offer of Gross Receipts (defined in subparagraph 1.13), to be rebated to MANAGER as agent for THE CENTER in return for the privilege of operating as the preferred, in-house Audio Service Provider at THE CENTER.
- 4.5 Respondent proposes to purchase and maintain a comprehensive inventory (approximate value \$2 million) of equipment for Audio Visual Service on site for exclusive use at THE CENTER. Respondent must further submit anticipated pricing to THE CENTERS clients.
- 4.6 Any additional labor outside of the vendors' regular fulltime staff, required by the vendor in order to produce or service an event at THE CENTER will be required to be provided through LIUNA 230. As required in the Collective Bargaining Agreement between THE CENTER and LIUNA.
- 4.7 Respondent proposes to promote the use of THE CENTER through such means as may be mutually agreeable at their own expense.
- 4.8 Respondent proposes to make a capital investment in THE CENTER, said investments to become the property of CRDA and to be above and beyond the anticipated investment for onsite equipment, in materials and labor to enhance the marketability of the Audio Visual Service Concession.

Year 1 _____
Year 2 _____
Year 3 _____
(If any)
- 4.9 Respondent proposes what changes to Scope of Work described in Article VII (page 10).

SUBMISSION OF RESPONSES

- 4.10** Submit six (6) properly executed Responses with any other documents required to be submitted in a 9X12 sealed opaque envelope. The envelope shall be identified with the Respondent name and address, the type of response (Audio Visual Services) and the proposal due dates to the following addresses:

**Connecticut Convention Center
100 Columbus Blvd.
Hartford, CT 06103
Attention: Melissa Tschuta
Proposal - Audio Visual**

- 4.11** Sealed Responses shall be submitted no later than 4 pm, (Four, pm) EST October 15, 2018. Responses received after that time and date will be returned unopened. The Respondent shall assume full responsibility for timely delivery at the location designated for the receipt of Responses.
- 4.12** Submission of a Response signifies careful examination of the RFP and complete understanding of the nature, extent and location of the work to be performed.
- 4.13** Oral, telephonic or telegraphic Responses are invalid and will not receive consideration.

CLARIFICATION

- 4.14** Each Respondent shall carefully examine all RFP documents and related materials, addenda or other revisions thoroughly familiarize themselves with all requirements prior to submitting a proposal. Should a Respondent find discrepancies or ambiguities in, or omissions from the Proposal documents, or should the Respondent be in doubt as to their meaning, Respondent shall at once and in any event, not later than seven (7) days prior to proposal due date, submit to **Melissa Tschuta** a written request for interpretation or correction thereof. Submit such request electronically to **mtschuta@ctconventions.com**.
- 4.15** Any interpretation or correction of the RFP will be made only by written addenda to all respondents. No allowance will be made after Proposals are received for oversight, omission, error or mistake by the Respondent, MANAGER or CRDA.

MODIFICATION OR WITHDRAWAL OF RESPONSE

- 4.16 A Response may not be modified, withdrawn or canceled by the Respondent during the time period following the date designated for the opening of the Responses, and each Respondent so agrees in submitting a Response.
- 4.17 Prior to the time and date designated for the receipt of Responses, a Response submitted may be modified or withdrawn by notice to the party receiving responses at the place designated for receipt of Responses. Such notice shall be in writing over the signature of the Respondent
- 4.18 Withdrawn Response may be resubmitted up to the date and time designated for the receipt of Responses provided that they are then fully in conformance with these instructions to Respondents.

DUE DILIGENCE

- 4.19 Prior to submitting a Proposal, each Respondent shall make all investigations and examinations necessary; to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigation and examinations shall not relieve the successful Respondent from the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alternations in any provision required by the contract.

CONDITIONS AND LIMITATIONS

- 4.20 The Proposals and any information made as part of the Proposals will become part of CRDA and the MANAGER's files without any obligation on CRDA or MANAGER's part to return them to the individual Respondent (s).
- 4.21 This RFP and the selected Respondent's Proposal may, by reference, become part of any formal contract between CRDA, MANAGER and Respondent resulting from this solicitation.
- 4.22 Respondent(s) shall not offer any gratuities, favors or anything of monetary value to any official or employee of MANAGER, CRDA, THE CENTER or any employee of the State of Connecticut for the purpose of influencing consideration of a proposal.

ARTICLE V: CONSIDERATION OF RESPONSES

OPENING OF RESPONSES

- 5.1 The properly identified Responses received on time will be opened and acknowledged within 24 hours.
- 5.2 To be considered for the award, a respondent must be experienced in the business of providing the Scope of Services required by this RFP, and must have a business phone and be available for consultation.

REJECTION OF RESPONSES

- 5.3 MANAGER shall have the right to reject any or all responses for any reason, reject a Response not accompanied by the data required by the RFP, or reject a response which is in any way incomplete or irregular.

ACCEPTANCE OF A RESPONSE

- 5.4 It is the intent to award a contract to the qualified and responsive Respondent submitting the response which is in the best financial interest of THE CENTER provided the Response has been submitted in accordance with the requirements of the RFP. MANAGER shall have the right to accept the response which in its judgment is in the best interest of THE CENTER.
- 5.5 Following the evaluation of written proposals, Respondents may be requested to offer an oral presentation to the selection committee. Failure to comply with such a request may disqualify Respondent from consideration.

TIME OF OPENING

- 5.6 Responses become irrevocable 60 days prior to the date of opening; it is the intent of MANAGER to enter into contract negotiations with the vendor under consideration for the provision of first class, fiscally responsible, Audio Visual Services of the highest quality obtainable.
- 5.7 The RFP does not commit MANAGER or CRDA to the awarding of a contract.
- 5.8 MANAGER and CRDA will not be liable for any costs incurred in the presentation of the Response.

ARTICLE VI:
**FORM OF AGREEMENT BETWEEN CONNECTICUT
CONVENTION CENTER AND RESPONDENT**

- 6.1 The successful Respondent will be required to enter into a written contract with MANAGER [OR CRDA].

SMALL CONTRACTOR OR MINORITY BUSINESS ENTERPRISE

- 6.2 MANAGER may after considering the financial impact prior to making a final determination of award, apply special consideration to the offer of Small Contractors and/ or Minority Business Enterprises in accordance with the State of Connecticut general laws and the applicable regulations.
- 6.3 A Small Contractor or Minority Business Enterprise shall mean a small business concern or minority-owned and controlled enterprise as defined by Connecticut General Statute § 4a-60g and certified by the State of Connecticut Department of Administrative Services.

EVALUATION CRITERIA

- 6.4 The successful Respondent shall be determined by the following criteria:
- 6.5 Respondents must demonstrate the ability to fulfill requirements in Article VII "Scope of Work," and monetary commitments by furnishing information regarding their expertise, experience, financial soundness and integrity.
- 6.6 Respondents and personnel must demonstrate an understanding of the work required and be able to complete the work required.
- 6.7 Respondents must demonstrate that jobs of similar scope and/or magnitude have been successfully maintained.
- 6.8 The Financial Terms shall not be the sole criteria of the selection, but shall be given significant weight when determining which response is the most beneficial to THE CENTER. THE CENTER reserves the right to award the contract on the basis of the initial response.

OBJECTIVES

6.9 The following objectives summarize MANAGER's intent in the provision of Audio Visual Services by the VENDOR.

- OPERATING PHILOSOPHY: It is the intention that the vendor will maintain Audio Visual Service according to the highest industry standards and in the best interest of THE CENTER.
- FINANCIAL RESPONSIBILITY: The facilities must be operated in a manner consistent with public interest, while providing MANAGER with full accountability for and accurate records of all business transactions associated with events and activities at THE CENTER. Such accountability and records of all business transactions associated with the provision of Audio, Visual Services must be not only sufficient and customary by industry standards, but must be of the highest level available at facilities and operations of this type.
- TENANT RELATIONS: All tenant and users of the facilities shall be provided the highest level of services and cooperation reasonably expected in order to promote the business goals of such tenants and thus encourages the continued use and occupancy of THE CENTER.

ARTICLE VII: SCOPE OF WORK

SERVICE AND EQUIPMENT

7.1 Vendor will be responsible for:

- Provision of audio equipment.
- Provision of projection equipment and service.
- Provision of theatrical lighting and props.
- Provision of computer equipment and accessories.
- Provision of video conference services and capabilities.
- Provision of all necessary audio visual order forms.
- Provision of all operating procedures as they relate to the Audio Visual Concession.
- Maintenance and service of all audio visual equipment owned by THE CENTER including but not limited to the Lower Lobby Video Wall.
- Provision of proper collateral to maintain and add to client base.
- Provision of on-site staff member during any and all events for which AV is used whether service is being provided by the VENDOR or a third party. This is provided at no cost to THE CENTER.
- Attendance at THE CENTER'S weekly BEO meetings is required.

- The VENDOR will ensure its employees will respond to potential clients as well as THE CENTER'S Event and Sales team in a timely manner (24 hours). The VENDOR will provide sufficient sales staff to ensure they are capable of contacting and securing clients already licensed, as well as potential licensees.
- Provision of wayfinding/informational signs. Minimum of 24 per month.
- Due to the nature of our business and standards, the VENDOR should be capable of providing when requested by the CENTER velour drape at a minimum of 200 feet in length and 20 feet in height (pipe/bases included) for use by the CENTER at its sole discretion for the purpose of providing excellent customer service. This provision is at no cost to the CENTER or its licensees.
- Provision for providing video conferencing at the CENTER.
- VENDOR will inform MANAGER of any unsafe practices or suspect equipment being used by an outside AV company that presents a potential safety issue.
- The VENDOR must provide a user evaluation tool in order to ensure the client experience is exceptional.

EQUIPMENT ON-SITE

7.2 VENDOR shall have all necessary on-site equipment for providing standard Audio and Visual, and video conferencing for licensee as required.

7.3 All equipment must be approved by the MANAGER and should be considered up to date technology.

7.4 Inventory of equipment to be established upon execution of contract. Updated inventory report to be submitted to MANAGER quarterly for review and audit. Shortfalls from contracted levels are to be remedied at vendor's expense.

7.5 VENDOR will be solely responsible for the repair and maintenance of its equipment and related equipment provided by THE CENTER.

EQUIPMENT OFF-SITE

7.6 VENDOR shall obtain all necessary equipment to be stored at an accessible, mutually agreed upon off-site location within a 10 mile radius in order to maintain sufficient inventory to handle any needs of Licensees. Said equipment shall be of high quality consistent with that stored on-site. Levels of inventory shall be subject to MANAGER's approval, and may be modified as dictated by the event schedule.

USE OF EQUIPMENT

- 7.7 All on-site equipment shall be available to MANAGER at no charge for its exclusive use in THE CENTER.
- 7.8 MANAGER may also determine that in the best interest of THE CENTER, specific on-site equipment such as one microphone and appropriate sound will be made available to each client as deemed necessary by the MANAGER.

MAINTENANCE AND SERVICE OF EXISTING EQUIPMENT

- 7.9 VENDOR will maintain and service in-house sound system. The vendor will incur all costs associated with maintaining the existing equipment.
- 7.10 After the initial warranty period, the VENDOR will be responsible for negotiating the renewal under their own name or providing MANAGER with sufficient proof that they have the capabilities to repair and maintain the system otherwise. VENDOR must demonstrate competence operating and maintaining the current system.
- 7.11 VENDOR shall perform periodic system tests and market satellite downlink capabilities using THE CENTER's equipment. VENDOR must demonstrate competence operating and maintaining the current system.

MANAGEMENT

- 7.12 VENDOR shall maintain daily staffing, at levels acceptable to MANAGER, sufficient to facilitate the planning and execution of work. Minimum staff must include an active, qualified, competent, and experienced manager or supervisor who is available to supervise all of the vendor's day-to-day operations of its entire Audio Visual Service.

LABOR

- 7.13 It is understood there will be a staff member scheduled at minimum one hour prior to any client arriving at THE CENTER regardless of whether or not the VENDOR has been selected as the AV provider.
- 7.14 Employees shall be uniformly dressed, clean and neat in appearance. All employees must display identification prominently while on THE CENTER premises.
- 7.15 All employees shall be qualified and properly trained in the handling and use of all equipment in and around THE CENTER (i.e. lighting panel, sound system).

- 7.16 VENDOR shall be responsible for providing supervisory support during all Move Ins and Move Outs of third party AV providers at no cost to the client.
- 7.17 The VENDOR understands THE CENTER sets up and breaks down at specified times with regard to events in THE CENTER. Therefore, the VENDOR will schedule their staff around that obligation. Given the nature of our business, the VENDOR is required to work cohesively with THE CENTER'S Event Management team when preparing the VENDOR'S employee schedule.

EMPLOYMENT PREFERENCES AND LEGAL REQUIREMENTS AS STATED BETWEEN THE MANAGER AND CRDA

- 7.18 **Employment Preferences** - Vendor agrees to make reasonable efforts to hire or cause to be hired available and qualified residents of the City of Hartford and available and qualified members of minorities, as defined in section 32-9n of the General Statutes, for operations jobs at THE CENTER.
- A. Any additional labor outside of the vendors' regular fulltime staff, required by the vendor in order to produce or service an event at THE CENTER, will be required to be provided through LIUNA 1224.
- 7.19 **Prevailing Wage Requirements** - Vendor acknowledges that, pursuant to the Implementing Legislation, for purposes of section 31-57f of the General Statutes relating to standard wage rates for certain service workers, this Agreement is deemed to be a contract with the State. Vendor agrees that wages and benefits shall be paid and provided to all service workers employed by Vendor at THE CENTER at levels satisfying the requirements of section 31-57f of the General Statutes, whether or not the provisions of section 31-57f of the General Statutes are, in fact, otherwise applicable to such service workers.
- 7.20 **Equal Employment Opportunity Compliance (EEOC)** -The Vendor is required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by federal Executive Orders 11246, I 1625 and I1375. Affirmative Action plans shall be submitted by the Vendor to MANAGER, if required. Vendor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties.

7.21 Drug Free Workplace Requirement - VENDOR shall abide by MANAGER'S drug-free workplace policy for THE CENTER and the vendor shall so attest by signing a certificate of compliance.

RIGGING

7.22 The selected VENDOR shall have the privilege of being the exclusive provider of all Rigging services within THE CENTER, therefore, a rigging commission schedule should be identified as part as response to this question. The VENDOR will provide an annual certification of all Rigging Points within THE CENTER, as well as the VENDOR'S rigging equipment, including but not limited to Chain Motors, Span Sets, Shackles, and Truss. The VENDOR must have as part of its team, an ETCP designated employee.

7.23 It is understood that the vendor will abide by the MANAGERS rules to protect the integrity of the building.

EXCLUSIVITY

7.24 It will be the privilege of the VENDOR to have the right to vend or solicit Audio Visual Services within THE CENTER, or to provide labor for the installation of services to Licensees who utilize Center facilities. VENDOR understands this right is **not** considered exclusive, and further understands that while MANAGER shall endeavor to encourage the use of VENDOR'S services, MANAGER shall not be responsible for ensuring such use.

In addition, privilege does not preclude any of the following:

- Use of equipment by center staff.
- Use of exhibitor's equipment by exhibitor or their personnel.
- Specialty theatrical utilities/lighting provided by Licensee.
- Services deemed appropriately outside the contract.

PRICING

7.25 MANAGER reserves and maintains the right to review VENDOR'S pricing and to require changes to them or hold them constant, as it deems prudent in its business judgment.

USE OF FACILITIES

- 7.26 The VENDOR'S employees must check-in and enter, checkout and exit the facilities at the designated security door only.
- 7.27 MANAGER will provide an office, phone and limited storage space for the purpose of conducting business within THE CENTER.
- 7.28 The VENDOR shall take all precautions necessary and shall bear sole responsibility for the safety of the work, and the safety and adequacy of the methods and means it employs in performing the work. VENDOR, while on THE CENTER's grounds must also observe any safety requirements imposed by MANAGER.
- 7.29 Telephone service will be provided by MANAGER and all calls will be billed at prevailing show rates.
- 7.30 VENDOR shall be afforded access to THE CENTER at all reasonable times for the administration of the terms of the contract. Parking will not be provided to the VENDOR or its personnel, except as space may be available in public parking facilities at prevailing rates.

LENGTH OF CONTRACT

- 7.31 The contract under which these privileges shall be granted will be for a term of three (3) years, beginning December 17, 2018.
- 7.32 VENDOR will be responsible to maintain provided space in a clean, organized manner. This space will be subject to auditing regularly by MANAGER.

ACCOUNTING

- 7.33 The VENDOR will provide all necessary and required documentation to THE CENTER in a timely manner as to not hinder THE CENTER'S Accounting Team relative to billing. Commissions will not be paid to the VENDOR until THE CENTER receives full payment for services rendered to its licensees.
- 7.34 The VENDOR'S quotes and invoices for services provided to licensees must be clearly defined. Any miscellaneous charges such as a service charge must be easily identifiable.
- 7.35 VENDOR shall keep books of accounts and records of all transactions in accordance with the standard and established accounting and bookkeeping procedures.

- 7.36 All completed work order forms are to be submitted to the MANAGER at the conclusion of each event.
- 7.37 VENDOR shall make available to MANAGER during regular business hours any books, records, documents and inventory reports, with the exception of financial statements, relating to the contract for review upon request.

INSURANCE

- 7.38 VENDOR will be required to obtain and maintain in force at all times during the term of the agreement as directed by the MANAGER. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of Connecticut and rated no less than A-VIII by most current Best's Manual. Furthermore, said insurance company or companies must be approved by MANAGER. It is anticipated that such coverage shall include the following:
- Comprehensive General Liability coverage in the amount of \$1,000,000.00. This coverage must be written on an occurrence form, claims made policies will be unacceptable to MANAGER. The Comprehensive General Liability insurance shall cover the VENDOR, MANAGER, CRDA, and their employees, agents, and officers from and against any claim arising out of bodily injury and/or property damage as a result of the operations or vendor's failure to comply with the terms of this contract. Such policy or policies for insurance shall include coverage for claims of any persons as a result of incident directly or indirectly related to the employment of such person by a Proposer or any other persons. This coverage shall include blanket contractual insurance and such coverage shall make express reference to the indemnification provisions set forth in this agreement. The policy shall also be endorsed to include coverage for products and completed operations.
 - Workers' Compensation Coverage, as statutorily required by the State of Connecticut for all employees of Vendor. Employers' Liability coverage on the Workers' Compensation Policy shall be written in the minimal amount of \$1,000,000.00
 - Excess Liability Coverage in the amount of \$5,000,000.00 shall be in the form of an Umbrella Policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess for the required Comprehensive General Liability Coverage, the Employers' Liability coverage on the Workers' Compensation policy, and the Comprehensive Automobile policy.

- Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00 shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles which may be used by the VENDOR on connection with the services required under contract.
- Insurance against loss and/or damage to fixtures, furnishings, equipment and other personal and business property for VENDOR, MANAGER and CRDA upon the premises by fire or other such casualty as may be generally included in the usual form of extended coverage in an amount equal to the replacement costs of such property used in the agreement on the premises. Such insurance shall provide coverage for the property of others in the care, custody and control of VENDOR. Such insurance shall contain a clause whereby the insurer waives its rights of subrogation against MANAGER or CRDA and all additional insurers. MANAGER and CRDA shall not be liable for any damage to property of VENDOR, its agents, contractors, employees, or invitees, whether or not entrusted to employees of MANAGER, nor for loss or damage to any property by theft or otherwise resulting from any cause.

7.39 All such insurance coverage, with the exception of Workers' Compensation, shall name MANAGER, CRDA and their employees, agents, officers and directors as additional insured thereunder, on a primary basis, irrespective of any other coverage, whether collectible or not.

7.40 Evidence of such coverage being in place will be promptly delivered to the MANAGER prior to the commencement of the term of this proposal. All such coverage shall be endorsed to indicate that coverage will not be materially changed or cancelled without at least 30 days prior notice to the MANAGER, such prior notice being mandatory and not the best efforts of the required coverage. Proposer will provide MANAGER with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for this agreement.

PERMITS, LICENSES AND LAWS

7.41 VENDOR shall be required to provide and maintain any permits and licenses required by law at its own expense.

7.42 VENDOR shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall indemnify, save and hold harmless, MANAGER, CRDA, the State of Connecticut, and all of their officers, agents and employees against all claims or liability arising from or in connection with the violation of any such law, ordinance, rule or regulation, whether such violation is caused by vendor, or its agents, employees, suppliers, or subcontractors.

INDEMNIFICATION

- 7.43** To the maximum extent permitted by applicable law, the VENDOR shall indemnify, hold harmless, and defend MANAGER, CRDA, the State of Connecticut, and their respective owners and members and all of their respective parent and affiliated entities, whether direct or indirect, and all directors, officers, agents, employees, contractors, licensees, successors, and assigns, from and against any and all losses, claims, liability, damage, action, or expense (including, without limitation, costs and attorney's fees) arising out of or relating to (i) VENDOR'S use of, (ii) the conduct of VENDOR'S business or from any activity, work or thing which may be permitted or suffered by VENDOR in or about , (iii) any breach or default in the performance of any obligation of VENDOR under this Agreement, (iv) any damage to property or personal injury caused by VENDOR or any of its agents, employees, contractors, invitees, attendees, patrons and guests, (v) the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by VENDOR, its exhibitors or other persons in connection with VENDOR'S use of, and (vi) the theft or misappropriation of any of VENDOR'S property or the audio video equipment of Licensees or others brought into THE CENTER. Vendor hereby assumes all risk of damage to its property placed in THE CENTER or injury to its officers, directors, employees, agents, contractors, invitees, attendees, patrons, guests or any attendees at the Event or in or about from any cause, and hereby waives all claims in respect thereof against MANAGER, CRDA and the State of Connecticut.
- 7.44** Such indemnification by VENDOR shall apply, unless such damage or injury results solely from the gross negligence, or willful misconduct of the indemnified party.

ARTICLE VIII: ADDITIONAL BENEFITS

- 8.1** Please describe in detail what additional benefits your company will provide to THE CENTER, at no additional charge, above and beyond the aforementioned Scope of Work (i.e. in-house use of equipment for centers associate functions).