Request for Proposal
Information Technology Support Services

Published: Tuesday, January 10, 2012
Proposals Due: 11:00am, Friday, January 27, 2012
Proposed Contract Start: Thursday, March 1, 2012

Direct Contact: Adam Cook, Assistant General Manager
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I) General Statement and Information

On behalf of the Everett Public Facilities District, Global Spectrum manages the day-to-day operations of the Comcast Arena at Everett, Edward D. Hansen Conference Center, and Comcast Community Ice Rink (collectively, CAE). Global Spectrum is requesting proposals from qualified and established entities capable of providing Information Technology Support Services for the CAE. The selected firm will be responsible for providing IT services including, but not limited to, on-site network support services, desktop support services, network monitoring and management, event tech support services, and IT management services. A detailed description of the scope of services is provided below.

Bidder should also advise if it is interested in entering into a sponsorship agreement with the CAE. Details of the Sponsorship Agreement are attached as Proposal Form C.

Respondents may be asked to supply additional information or to clarify aspects of their proposals within 24 hour notice by the Selection Committee or the Assistant General Manager.

It is possible that Global Spectrum will bring the aforementioned services “in-house” irrespective of bids received.

Definitions
For purposes of clarity during the RFP process, the following definitions will apply.

“Bidder(s)” – Any company that accepts Global Spectrum’s invitation to bid and meets the “Bidder Qualifications” described in Section II of this document or the selected bidder when presented in this context and tense within the request for proposal.

“CAE” – The Comcast Arena at Everett, Edward D. Hansen Conference Center, Comcast Community Ice Rink, and all administration and staff

“EPFD” – The Everett Public Facilities District and its officers.

“Global Spectrum” – The management company retained by the EPFD to manage the day-to-day operations of the Comcast Arena at Everett, Edward D. Hansen Conference Center, and Comcast Community Ice Rink (collectively, CAE)

Bidder Inquiries to RFP
Questions from prospective bidders may be submitted in writing via fax or e-mail to Adam Cook, Assistant General Manager, Comcast Arena at Everett, Fax: 425-322-2601, acook@comcastarenaeverett.com. Global Spectrum will not be responsible for unsuccessful fax submittals. Global Spectrum will respond by e-mail and provide copies of all questions and responses to all Bidders that Global Spectrum knows to be interested in this RFP. Global Spectrum will not entertain verbal questions or inquiries.

Projected Calendar of Events
The schedule of events concerning this RFP is as follows:

Publish and Issue RFP………………On or about January 10, 2012
Proposal Due Date......................11:00 AM, PST, January, 27, 2012
Contract Signed.........................On or about February 14, 2012
Contract Commences...............March 1, 2012

Evaluation Process
A committee consisting of employees of Global Spectrum will evaluate the proposal(s) to determine those which are responsive and can meet all of the requirements listed in the RFP. During the evaluation process, the committee may request interviews from one or more of the Bidder(s) to provide further information and/or clarification of proposal(s) submitted.
RFP Deadlines
Proposals must be signed by an officer of the company, and received before 11:00am, PST on January 27, 2012 at this address:

Adam S. Cook – Assistant General Manager
Comcast Arena at Everett
2000 Hewitt Ave, Suite 200
Everett, WA 98201
Email: acook@comcastarenaeverett.com

All proposals received will be reviewed at the Global Spectrum offices. Global Spectrum reserves the right to accept or reject late proposals or to extend the time for response for one or more Bidders.

Responsiveness
Proposals must provide a minimum of Sixty (60) days for acceptance by Global Spectrum from the due date for receipt of proposals. All proposals will be reviewed by Global Spectrum to determine compliance with the requirements and instructions specified in this RFP.

Proposals that fail to meet the format guidelines may be considered non-responsive and disallowed from further consideration. Global Spectrum reserves the right to delete or amend any of the services as listed and described herein. This document is intended to be used as the instrument to transmit proposals and to define the terms conditions and specifications desired by Global Spectrum to receive proposals for IT Services. It is the intent of Global Spectrum to select a single bidder to supply the services necessary for successful completion of the proposal as defined herein. Nothing in this RFP is intended to restrict Global Spectrum in any way in the selection of the proposal that best meets the needs of the CAE. Global Spectrum reserves the right, in its sole discretion, to waive irregularities deemed by Global Spectrum to be immaterial, reject any or all offers, negotiate changes in proposals or best and final offers, or take any other action that Global Spectrum determines, in its sole discretion, to be in its best interest. Any such determination or action may be made without notice.

Costs of Preparing Proposals
Global Spectrum will not be liable for any costs incurred by bidder in the preparation and presentation of proposals submitted in response to this RFP.

Facility Information
The Comcast Arena at Everett is a multi-purpose sports and entertainment complex. The 10,000-capacity arena hosts a myriad of events including concerts, circuses, ice skating and family shows such as Disney On Ice and Harlem Globetrotters. The arena is home to the Western Hockey League’s Everett Silvertips, the National Lacrosse League’s Washington Stealth, the Indoor Football League’s Everett Raptors, and banked track roller derby’s Tilted Thunder Rail Birds, and can seat up to 8,300 fans for all sports. In addition, the venue accommodates other sporting events such as basketball, volleyball, and wrestling.

The adjacent NHL regulation Comcast Community Ice Rink is used for public skating, local hockey leagues, figure skating, instructional sessions and other ice sports. The three-story Conference Center includes three 900 square foot executive meeting rooms, an 11,000 square foot ballroom and a full banquet kitchen. Additionally, the two ice sheets can be converted into a 59,000 square foot space to host trade shows, expositions, consumer shows and special events.
II) Bidder Qualifications

History of Performance
- Successful Bidder must provide Global Spectrum with proof of three (3) years prior experience, either as a company or in the combination of employee/management background, in information technology support services and related duties.

Further, when listing this background information and experience, bidders should specifically outline the following:
- All current contracts and past contracts in similar facilities. These lists should include facilities’ capacities, types of events (if any), performance history, length of contract, scope of contract and the name and telephone number for the contract administrator for each facility.
- Previous contracts which were terminated and the reason for termination.
- Any awards or examples of exemplary service provided.

References
Bidder(s) must provide a minimum of three names, their titles, current address, and phone number of references who will verify information provided.

General Qualifications
Global Spectrum seeks a Bidder(s) that has a record of leadership and innovation in its field.

Global Spectrum desires the most financially sound solution that will meet and exceed its expectations over a period of time. The successful Bidder(s) must manage and operate in a professional and efficient manner that is conducive for a first-class facility operation.

Global Spectrum seeks a Bidder(s) who can quickly and readily provide the desired service with minimum lead-time.

Authentication of Proposals
All proposal(s) must be executed by a person having authority to bind the Bidder(s). A proposal(s) made by a company or firm must be signed in the name of such company or firm by a duly authorized officer, member or representative, whose name and representative capacity shall be stated.
III) Bidder Responsibilities:

Format, Presentation and Quantities
Proposal(s) must provide a straightforward, concise description of the bidder’s ability to meet the requirements of this RFP. The original must be signed by the person who is authorized to do so by the bidder of record.

Bidder(s) must submit at least one original and two (2) copies of its response. All information submitted shall become the property of Global Spectrum. Bidder(s) are responsible for all errors or omissions in their proposals, and any such errors or omissions will not serve to diminish their obligations to Global Spectrum. The Bidder(s) shall not use, disclose, or furnish others with any information relative to such deliverable items without first obtaining the prior written consent of the Global Spectrum CAE General Manager. All information provided to the Bidder(s) shall be kept strictly confidential and shall not be used for any purpose other than responding to this RFP.

Bidder(s) shall keep confidential and shall not disclose to others or use in any way confidential business or technical information, trade secrets, proprietary information or otherwise that Global Spectrum may disclose in conjunction with this Request for Proposal, or that Bidder(s) may be exposed to as a result of entering Global Spectrum’s premises to deliver goods, machinery or network services, or to perform work.

Submittal
Each Proposer shall submit, for purposes of proposal evaluation, AS A MINIMUM all of the following information in this order:

a) Proposal cover sheet

b) Proposal Form A - additional pages may be submitted

c) Proposal Form B – the Bidder’s experience statement. List of other large campuses/property similar to the Comcast Arena at Everett that Bidder serves or has served within the past three (3) years. Provide detailed client list including the name, address, and telephone number of the building or facility, contact name, length of time served and nature of services provided. Disclose any subcontractors that your Firm will use on this project. Additional pages may be submitted.

d) Proposal Form C – Acceptance or rejection of the IT Services Partner Sponsor Agreement Deal Points by signing in the appropriate location

e) A statement indicating Bidder’s ability and agreement to begin full operations at the CAE on or about March 1, 2012, if selected as the successful Bidder.

f) A list of corporate officers of the Bidder and their experience.

Please remember to sign all Forms where required.
IV) Scope of Work:

General Statement
The services sought hereby are intended to provide the highest levels of information technology support services. The provision of these services by a highly professional, expert and experienced contractor is essential to the operation of the facility in the public interest. Global Spectrum will, therefore, require as a condition of proposal(s) consideration that Bidder(s) must clearly demonstrate and document the ability to provide thoroughly trained and experienced personnel.

Term
Global Spectrum will contract with the selected Bidder(s) on or about March 1, 2012 and continue for two (2) years until April 30, 2014 at which time the contract will expire unless a written agreement has been executed by both parties, prior to the expiration of the initial term, to extend the contract for up to two (2) additional one (1) year periods, under the same terms and conditions, which may include increases in the commission structure as mutually agreed upon by the parties. A request for increases to the commission structure for the extension period shall only be documented and proposed prior to the expiration of the original two year contract. If there is no mutual agreement by the parties to the increases, the contract will expire at the end of the two year term. Under no circumstances will the life of the agreement, including extension, exceed four (4) years in duration.

Global Spectrum reserves the right to cancel this agreement, at any time for any reason whatsoever, by giving thirty (30) days written notice to the Firm. Such notice will be effective commencing with the date of the mailing.

Services to be provided
Global Spectrum wishes to secure the services of a professional IT support firm with a complete fully integrated information technology support system. Prior experience in the convention, event or hospitality industry is preferred. The bidder shall furnish all labor, insurance, supervision, and incidentals necessary to the provision of IT support services to the CAE. The bidder shall not subcontract more that 15% of services or labor under any proposed contract resulting from this RFP.

1. IT Hardware currently in use includes, but is not limited to:
   a. Two - Dell Power Edge R610 Servers running VMware attached to Dell 3000i with ability to migrate if one server fails
   b. Dell Power Vault md3000i
   c. Mitel Phone System 3300 w/ Peripheral Node SX2000 Per Node II & Lenovo ThinkCenter
   d. Multiple HP Procurve Switch 4108gl
   e. Cisco Series Router (1721 & 871)
   f. Comcast IP Gateway
   g. Wiresoft Sentry Firewall
   h. APC Smart UPS 3000
   i. Watchguard Firewall
   j. Buffalo Terastation
   k. Netgear Wireless Router
   l. Netgear Prosafe VPN Firewall
   m. Multiple Desktop Systems & Printers

2. The scope of IT support services required of this RFP includes all areas of service typically offered in a small business and an entertainment venue. These services include, but are not limited to on-site network support services, desktop support services, network monitoring and management, event tech support services, IT management services.
a. Network Administration and Support
   i. Security Access Management
   ii. Network Data and System Backups
   iii. Network Change Management and Documentation
   iv. System Consultation (Hardware & Software)
   v. Detailed Hardware & Software inventory & Tracking
   vi. Hardware Installation & Configuration
   vii. Software Installation, Configuration & Upgrades
   viii. Auto-Maintenance & Anti-Virus Protection Setup
   ix. Server Repair (Troubleshooting) & Upgrades
   x. Internet Connectivity & E-mail Server Configuration, Management & Repair
   xi. Data Backup & Storage

b. Desktop Support Services
   i. End User & Desktop Support
   ii. Desktop Maintenance & Support
   iii. Technical Support Services
   iv. Help Desk Configuration & Support for End Users
   v. Device Replacement Schedule & Consultation
   vi. Configure & Deploy New Desktop & Laptop Devices & Software
   vii. Support for Systems & Applications including:
       1. PC Workstations
       2. Personal & Workgroup Printers
       3. MS Windows Operating System
       4. MS Office Applications
       5. Communications Links & Service
       6. Exchange Application Support
       7. Internet Connectivity
       8. Ticketing Software & Printer Support
       9. PDA Support
       10. Smartphone Support
       11. Personal VPN Support

c. Network Monitoring & Management
   i. Proactive 24 x 7 x 365 Monitoring
   ii. Mission Critical Application Monitoring
   iii. Phone Support, Remote Control Support, Onsite Support As Needed
   iv. Emergency System Alerts
   v. Patch Management
   vi. Asset Management
   vii. Trouble Report Management
   viii. Security Management
   ix. Comprehensive Proactive Monitoring of Global Spectrum Servers and Network Infrastructure with Real Time Alerts Regarding:
       1. Hardware Failures
       2. Software Configuration Issues
       3. Security Vulnerability
       4. Performance Issues
       5. Virus Update Failures
       6. Any Additional Operating System & Driver Issues
   x. Detailed Monthly Reports Regarding the Operation & Status of all Systems.
d. Event Tech Support Services
   i. Advance Installation & Testing of Event Specific Phone & Internet Requirements
   ii. Onsite Support for the First 2 Hours of Events Utilizing IT Equipment. Availability Within 30 Minutes Return Time Thereafter Until Event Completion.
   iii. Ticketing Software Integration Support & Troubleshooting

e. IT Management Services
   i. Make Recommendations Regarding Appropriate Strategy & Provide Direction to Global Spectrum in Order to address Strategic & Tactical IT Issues.
   ii. Evaluate Current IT Environment & Infrastructure
   iii. Assess & Recommend Future Plans & Upgrades
   iv. Review New Systems & Contracts

3. The successful bidder shall carry insurance naming Global Spectrum, LP, the City of Everett, The Everett Public Facilities District and each of their respective officers, agents and employees as additional named insured’s. The limits and types of insurance are explained in detail below.

4. The successful bidder shall provide all equipment and supplies necessary to conduct business for which they will be contracted. The selected bidder will be required to submit a variety of reports that may include operational reports, show reviews, financial reports, staffing reports and equipment maintenance reports. The reporting schedule will be determined by Global Spectrum during any contract negotiations.

5. All requirements of City, State and Federal regulations pertinent to the conduct of business in Everett, Washington shall be complied with, including business licenses, security licenses, etc. The selected Bidder(s) shall, at its own expense, procure and keep in force during the entire period of the contract, all permits and licenses required by all such laws and regulations. All City, State and Federal taxes shall be the sole responsibility of the Bidder(s).

6. Successful Bidder(s) shall provide Global Spectrum with all documents pertaining to any and all pending civil law suits as well as any and all past court judgments or settlements. This is to be submitted prior to the signing of the contract.
VI) General Terms and Conditions:

Insurance
The selected Bidder(s) will be required to provide to Global Spectrum the following insurance coverages for all activities conducted by the contractor in the performance of its duties to include the actions of each person whose services are supplied under the contract.

The contractor shall, prior to commencement of work under any contract resulting from this Request for Proposal(s), provide Global Spectrum L.P. with a Comprehensive General Liability insurance policy, with policy limits to the level of their current/existing policies but not less than $1,000,000 single limit combined per occurrence and in the aggregate covering damage to property or injury to persons arising from or out of furnishing, performance or use of the deliverable(s) provided under this agreement.

This insurance policy will include all the coverages, as follows, commonly known to the insurance industry as:

- Premises/Operations Liability
- Blanket Contractual Liability
- Personal Injury. This endorsement will be extended to provide coverage for assault and battery and unlawful search.
- Products/Completed Operations Liability
- Automobile Liability for Vehicles owned, non owned, leased, borrowed or hired in an amount not less than $1,000,000 CSL combined single limits.
- Employers Liability, Stop Gap.
- Crime Coverage on an “all risk” basis for losses both inside and outside the Comcast Arena at Everett covering: Blanket Fidelity (all employees); Theft, Disappearance and destruction coverage; and any loss from safe(s). Said coverage shall be in limits of not less than $500,000 for any loss and shall have a deductible of not more than $1,000 for any loss.
- Workers Compensation and employer's liability – Statutory Limits.

The foregoing insurance policy shall:

- Name the City of Everett as an “Additional Insured”
- Name the Everett Public Facilities District as an “Additional Insured”
- Name Global Spectrum L.P. as an “Additional Insured”.
- State that it is primary on behalf of Global Spectrum L.P., regardless of what insurance Global Spectrum L.P. may otherwise maintain
- Provide for not less than thirty (30) days’ advance written notice of a material change to the policy or cancellations, Global Spectrum to be among those notified.
- Include a “Cross Liability” (Severability of interest) clause.

A true and certified copy of the foregoing insurance policy, including all of the required coverages and endorsements, shall be provided to Global Spectrum (for approval by Global Spectrum's Risk Manager) prior to commencement of work.

The contractor shall provide that all of its employees, volunteers and subcontractors are insured under Washington State Industrial Insurance.

Contract Assignment
The Bidder(s) is prohibited from assigning, transferring or subletting the contract or its rights, title or interest or its power to execute the contract to any other person, company or corporation without the written approval of Global Spectrum. In the event of a change in the Bidder(s) company ownership, Global Spectrum reserves the right to terminate the contract at its sole discretion with THIRTY (30) days written notice. Any attempted assignment or delegation without Global Spectrum approval shall be wholly void and totally ineffective for all purposes affecting this contract and all transaction contemplated hereunder unless made in conformity with this paragraph.
Subcontracts
Nothing in this RFP shall be interpreted or construed as creating any contractual relationship, agency, or partnership between Bidder(s) and/or subcontractor (of Bidder or otherwise) and Global Spectrum. Bidder(s) shall be permitted to use subcontractors for providing any Deliverable(s) required hereunder only with the prior written authorization of Global Spectrum. Any subcontractor submitted for approval by Bidder(s) to Global Spectrum must meet the same contractual requirements and qualifications as the Successful Bidder(s). Any misrepresentation of subcontractor, qualifications, whether by the subcontractor will be considered a breach of the contract and grounds for immediate termination by Global Spectrum. Notwithstanding Global Spectrum’s approval of such subcontractor, Bidder(s) will be responsible and remain liable for Deliverable(s) provided by subcontractor hereunder.

Indemnification
As used in this Section, "Indemnified Parties" shall mean Global Spectrum, its subsidiaries and affiliates, and the Trustees, officers, employees and agents thereof; the Everett Public Facilities District, its subsidiaries and affiliates, and the trustees, officers, employees and agents thereof; and the City of Everett, its subsidiaries and affiliates, and the trustees, officers, employees and agents thereof. Bidder agrees to indemnify, defend and hold harmless the Indemnified Parties for any loss or damage in connection with or arising out of the act, fault or negligence of Bidder(s), and shall indemnify the Indemnified Parties for (i) any liability or expense due to claims for personal injury or damage to property arising out of the furnishing, performance or use of the Deliverable(s) provided hereunder; (ii) any claim for payment of compensation, salary or benefits asserted by an employee of Bidder; (iii) any claim brought by a third party based upon the use or acquisition by said third party of any Deliverable developed hereunder; and (iv) any claim arising out of Bidder(s)’ failure to comply with any applicable law or regulation. The indemnities set forth in this Section shall not be subject to any limitation of liability set forth herein.

In addition to these general indemnification provisions, Bidder will also indemnify Global Spectrum, the Everett Public Facilities District, and the City of Everett to the extent required by the Agreement.

Prior Agreements Terminated
Each party acknowledges that it has read this Agreement, including its attached Exhibits and/or Addenda, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreement, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

Modifications To Be In Writing
No variation, modification or waiver of any term or condition of this agreement shall be binding unless in writing and signed by the duly authorized agents of Bidder(s) and Global Spectrum.

Notices
Service of all notices under this Agreement shall be in writing and sent by first class mail, postage prepaid, and addressed to the last known address of the parties to be served therewith. Notices sent by certified mail, return receipt requested, shall be presumed to have been received and shall be deemed effective as of date of receipt. Such notices shall be given to the respective parties at the following addresses, until such addresses are changed by written notice:

Ethics In Contracting/ Collusion
By submitting their responses, all Bidders certify that their responses are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their response, and that they have not conferred on any Global Spectrum employee, past or present, any payment, loan, subscription, advance, deposit of money, travel, services or even items of a nominal value, present or promised.
Independent Contractor Relationship
Bidder(s) is acting, in performance of this Agreement, as an independent contractor. Personnel supplied by Bidder(s) or its agents or subcontractors hereunder are not Global Spectrum employees or agents and Bidder(s) assumes full responsibility for their acts. Bidder(s) shall be solely responsible for the payment of compensation of Bidder(s)' employees assigned to provide Deliverable(s) hereunder. Global Spectrum shall not be responsible for payment of worker's compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Bidder(s) employee, or Bidder(s) subcontractors' or agents' employees, but such responsibility shall be solely that of the Bidder(s).

Work Permission Required
All Successful Bidder(s)' personnel of any kind, including any subcontractors or subcontractor's personnel, working on the contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et seq.

Award
Global Spectrum expressly reserves the right to award the ensuing bid, in whole or in part, or to reject any and all proposals, at its sole discretion. Global Spectrum may waive any formalities in the bid award. Global Spectrum reserves the right to make multiple awards. A written award of acceptance mailed or otherwise furnished to the Successful Bidder, shall result in a binding agreement upon acceptance by Successful Bidder, without further action by either party. The RFP, the Bidder(s)' proposal and the written award of acceptance are collectively an integral part of the contract between Global Spectrum and the successful Bidder.

Global Spectrum reserves the right to award a contract based upon the proposal(s) received without further negotiations. Bidder(s) should not expect to be given an opportunity to negotiate or change their offer after submission of their RFP response.

Global Spectrum reserves the right to negotiate for a partial or selected list of services.

Global Spectrum reserves the right to negotiate with another bidder(s) if negotiations with the first bidder(s) are not moving toward an acceptable agreement.

Execution of Contract
The Bidder to whom a written award of acceptance is awarded shall, within ten (10) days after the prescribed documents are presented for signature, execute and deliver to Global Spectrum a contract including those items added or deleted during negotiations, satisfactory evidence of all required insurance coverage, and proof satisfactory to Global Spectrum of the authority of the person(s) executing the contract. The above documents must be furnished executed, and must be delivered before the contract will be executed by Global Spectrum. The contract shall not be binding upon Global Spectrum until it has been executed by Global Spectrum and a copy of such fully executed contract is delivered to the Contractor.

Compliance with Applicable Laws.
Bidder(s) warrants that all Deliverable(s) offered hereunder and its Global Spectrum's use, and the performance or provision by Bidder(s) of the Deliverable(s), shall be in compliance with all applicable laws, rules and regulations.

Bidder(s) hereby agrees to indemnify and defend Global Spectrum, the Everett Public Facilities District, and the City of Everett, its trustees, employees, successors, assignees, agents, customers, and users of the network services against loss, damage, or liability, including costs and expenses, including attorneys' fees, which may be incurred on account of any suit, claim, judgment or demand involving infringement or alleged infringement of any patent, copyright or trademark rights or in the manufacture, use or disposition of any network services products or services supplied hereunder or any violation of applicable laws, provided Global Spectrum shall notify Bidder(s) of any suit instituted against it and, to the full extent of its ability to do so, shall permit Bidder(s) to defend the same or make settlement in respect thereof. Global Spectrum does not grant indemnity to Bidder(s) for infringement of any patent, trademark, copyright, or data rights.

Governing Laws
All agreements shall be governed and construed in accordance with the laws of the State of Washington.
Attorney’s Fees
If Global Spectrum brings suit for the enforcement of any contract provision or for the breach of any provision of this contract, the Successful Bidder(s) agrees to pay all costs in connection with the suit, including reasonable attorney fees, whether or not the suit proceeds to judgment.

Liability for Negligence
Neither Global Spectrum nor the City of Everett nor the Everett Public Facilities District shall be liable for any loss or damage claimed to have resulted or to be related in any way to the acquisition(s) in the transaction to which this Agreement relates, regardless of the form of action, except for loss or damage resulting from the gross negligence of Global Spectrum or Everett Public Facilities District. Bidder(s) shall hold Global Spectrum and the Everett Public Facilities District harmless from any such claims and shall indemnify it from any expense or cost incurred if any such claims are made. IN NO EVENT SHALL GLOBAL SPECTRUM BE LIABLE TO BIDDER (S) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY CLAIM THAT AROSE MORE THAN ONE YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON.

Force Majeure
In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if loss of the Deliverable(s) is caused by) natural disaster, actions or decrees of governmental bodies, not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this Agreement shall immediately be suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement. However, delays in delivery due to Force Majeure events shall automatically extend the delivery date for a period equal to the duration of such events; any warranty period affected by a Force Majeure event shall likewise be extended for a period equal to the duration of such event.

Release of Information and Advertising
Bidder(s) shall not, without the prior written consent of Global Spectrum: (a) use the Global Spectrum name without the prior written consent of the Comcast Arena at Everett General Manager; (b) make any news release, public announcement, denial or confirmation of all or any part of the subject matter of this Agreement, or any phase of any program hereunder; or (c) in any manner advertise or publish the fact that Global Spectrum has entered into a contract, or is a customer of Bidder(s).

Termination
The ensuing Agreement shall terminate immediately upon written notice by either party to the other upon the occurrence of any of the following circumstances:
(a) If, with or without either party’s consent, a receiver, liquidator, trustee or similar administrator is appointed to take charge of all, or substantially all, of its assets;
(b) If either party is adjudged, or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
(c) If any judicial proceedings are commenced by or on behalf of either party pursuant to any bankruptcy, insolvency or debtor relief law;
(d) If either party voluntarily or involuntarily undertakes to dissolve or wind-up its affairs; or

Global Spectrum may terminate this Agreement without cause immediately upon thirty (30) days written notice to Bidder(s).

Upon termination of contract, any and all services not purchased or owned by Global Spectrum are to be removed or terminated at no cost to Global Spectrum.

Global Spectrum shall be the sole judge of non-performance, which shall include any failure on the part of Successful Bidder(s) to accept the award, to furnish required documents, and or to fulfill any portion of this contract within the time stipulated or within thirty (30) days, whichever is earlier.
Upon failure of Bidder(s) to perform any of its obligations hereunder and its failure to cure the default within ten (10) days after notice thereof, Global Spectrum may, at its option, terminate this Agreement and/or pursue any other remedy at law or in equity. All such remedies are cumulative and may be exercised concurrently or separately. Bidder(s) shall pay Global Spectrum all costs and expenses, including attorney's fees, incurred by Global Spectrum in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

Waiver
No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Labor and Training Practices
The Successful Bidder(s) must have a complete understanding of and be required to abide by all statutes and requirements applicable to labor and training practices. Please indicate below your awareness and compliance with the following statutes regarding labor and training practices:

- Fair employment practices
- Lawful wage and hour practices
- Occupational safety and health requirements
- Compliance with employment practices covered under the Americans with Disabilities Act as amended.

Indicate whether employees to be assigned to the facility will be union or non-union at commencement of the contract. Bidder(s) is to provide a copy of its Union Contract/Agreement expected to be in force if union personnel are to be used.

Bidder(s) agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, age, national origin, or handicap and to insert the provision of this paragraph in its subcontracts issued under the contract to be awarded.

Headings
Any headings preceding the text of the sections and subsections herein shall be exclusively for reference and shall not be deemed to affect the meaning, construction or effect of the terms and conditions stated herein.

Legal Authorization
The winning bidder must represent and warrants that it is legally authorized to enter into a contract with Global Spectrum should it be selected, and that its execution of such contract will not violate any applicable laws, rules or regulations, or constitute a breach or violation (with or without the passage of time) of any agreements to which the winning bidder or any of its employees, officers or representatives are a party. Further, the winning bidder will be required to indemnify, defend and hold harmless the Indemnified Parties (as defined in the General Terms and Conditions of the RFP) from and against any claims, demands, losses, liability, expense (including attorneys' fees and court costs) and damages, including without limitation any business interruption costs (collectively, "Claims"), arising out of or related to (i) the bidder's breach of the foregoing representation and warranty, or (ii) any Claims by a third party that the bidder has violated any laws, rules or regulations, or any existing agreements to which it or any of its employees, officers or representatives are a party.
Proposal Cover Sheet
Information Technology Support Services
Global Spectrum LP – Comcast Arena at Everett

To the Assistant General Manager
Comcast Arena at Everett
2000 Hewitt Ave, Suite 200
Everett, WA 98201

The Firm and individual with authority to commit the Firm are:

Firm Name: _________________________________  By: _________________________

Address: ___________________________________

Print Name:______________________________

 __________________________________________

Title: ______________________

Date: ______________________

Phone: ________________________________

Fax: ___________________________

Email: _______________________________

This proposal is the proposal of an ( ) individual ( ) partnership ( ) corporation organized and existing under the
Laws of the State of _____________________________

The Firm's Federal identification number is: ________________________

Washington State Tax ID number: ________________________________

NON-COLLUSION
The undersigned certifies that its firm has not entered into any agreement of any nature whatsoever to fix,
maintain, increase or reduce the prices or competition regarding the items covered by this proposal invitation.

By: ____________________________  Date: ______________________

(Signature)

FIRM NAME: ________________________________________________
Proposal Form A
Information Technology Support Services
Global Spectrum LP – Comcast Arena at Everett

Bidder Name: _____________________________________________

Contact: __________________________________________________

Phone: __________________     Email: _________________________

Please provide, as a minimum, the following:

1) Management and Supervisory Staff: Bidder must provide detailed information showing proposed management and supervisory staff having the ability and experience to effectively train, organize and supervise personnel necessary to perform all functions required herein.

Bidder(s) must provide name, present title, current address, education and work history of all training, supervisory, and management personnel who will act for Bidder(s) in carrying out proposed contract.

Successful Bidder(s) will provide key Global Spectrum personnel a list of contact people with their telephone numbers to call in emergency situations or when escalation is necessary to resolve administrative concerns.

2) Bidder(s) Company Policies and Guidelines: Bidder(s) must provide a manual (at least one copy of which will be retained by Global Spectrum) which describes in detail the company’s standard operating procedures. Such procedures must, in addition to providing for a written basis for operations at all levels, cover the following:
   a) Company philosophy of customer service and information technology services.
   b) Leadership and supervisory training programs.
   c) Employee code of conduct expectations and policies.
   d) Company training policy and procedures.

3) Operations Plan: Each bidder shall submit an Operations Plan describing in specific detail the strategies, policies and procedures to be used in providing IT services to CAE. Plan should include service response plans and timing and should describe the process of managing a help-desk request from initial point of contact through completion. The plan may include other information the bidder considers pertinent to their proposal.

4) Sub-Contractor Plan: Bidder should identify any sub-contractors that bidder intends to use in the performance of its duties under the exclusive provider agreement.

5) Implementation Plan: Please describe your implementation plan to be able to provide the highest quality of services beginning on March 1, 2012.

6) Requirements of Global Spectrum: List any requirements of Global Spectrum your company deems necessary to implement the preferred contracted services arrangement.

7) Fee Structure: A monthly cost proposal to provide all services detailed in Section IV – Scope of Work. Any other costs not included within the monthly proposal.

8) Equipment: Any recommendations related to current hardware or software being utilized in CAE’s IT infrastructure.

9) Other Information: Bidder should provide any other information that would be helpful in evaluating the bidder’s ability to provide information technology support services at the CAE.
Proposal Form B
Information Technology Support Services
Global Spectrum LP – Comcast Arena at Everett

Name of Bidder: __________________________________________
Address: _______________________________________________
Phone: __________________
Washington State Tax ID No.:   _______________
Number of Years in Business: _______
Total Number of Employees: _______
Number of Years at Present Location: _______
Number of Branch Offices: _______
Name and Title of Person Preparing Response: ________________________________

CUSTOMER REFERENCES
Provide the facility or building names, addresses, contact persons, and the telephone numbers of at least three (3) customers for whom your Firm has provided services similar to the ones required in this RFP. Use additional pages to provide additional information.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>CONTACT PERSON</th>
<th>TEL. NO.</th>
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<tbody>
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</table>

Sub-Contractor Disclosure
List any sub-contractor firms that will be providing services or materials during the term of this proposal.

Firm: ______________________________  Firm: ______________________________
Address: ___________________________  Address: ___________________________
                                      _____________________________
                                      _____________________________
Phone:  ____________________________  ____________________________
Representative:______________________   Representative:_______________________
WA State Tax ID #___________________           WA State Tax ID #____________________
Proposal Form C  
Information Technology Support Services  
Global Spectrum LP – Comcast Arena at Everett  
IT Services Partner Sponsor Agreement Deal Points

This letter will confirm the agreement between IT SERVICES PARTNER (“Advertiser”), and Global Spectrum, L.P. (“Operator”), operator and manager of the Comcast Arena at Everett (“Facility”) with respect to your advertising at the Facility.

1. **TERM.** The term of this agreement is two (2) years beginning March 1, 2012 and ending February 28, 2014 (“Term”).

2. **SPONSORSHIP RIGHTS AND BENEFITS.** During the Term, Advertiser shall receive the following:
   
   a) Specific Rights & Benefits to be negotiated as part of the final contract

3. **SPONSORSHIP FEE.** Specific Fee to be negotiated as part of the final contract

The term “net” as used above, means the gross sponsorship fee less deductions for any and all agency fees and commissions. Advertiser shall be solely responsible for any agency fees and commissions due to its advertising and media agencies. All remittances shall be made payable to Operator upon receipt of invoice no later than the date(s) specified above. A monthly finance charge of 1.5% or the maximum rate permitted by law (whichever is less) may accrue on all amounts not paid by the due date.

4. **MISCELLANEOUS.**

   a) Advertiser shall be responsible for the production of all advertising materials and signage (and any alterations thereto) at Advertiser’s cost, except that Operator shall be responsible for the initial installation of any permanent building signage (if applicable). Advertiser shall be responsible for the content of its advertising and signage, which must be pre-approved by Operator (not to be unreasonably withheld or delayed), and shall indemnify and protect Operator and the Facility and their respective owners, operators, trustees, directors, employees and agents from and against the content of Advertiser’s advertising and signage. Operator’s performance hereunder shall be contingent upon Advertiser’s supplying Operator with all necessary artwork.

   b) If Operator does not or cannot provide any element or benefit referenced herein, for any reason whatsoever, then Facility shall provide a “make-good” of the affected element/benefit, whether by substituting another advertising or sponsorship element/benefit of comparable value, or extending the time-frame for provision of the affected element/benefit, all as mutually determined by the parties, based on the Operator’s then-applicable rate card. The remedies provided for in this paragraph shall be exclusive remedies in the event that Operator does not or is unable, for any reason, to provide any advertising or sponsorship element or benefit referenced in this agreement.

   c) Operator may terminate this agreement, without further liability on its part, in the event of a breach by Advertiser of any of its payment obligations hereunder, which breach remains uncured fifteen (15) days after Operator has provided written notice of such breach to Advertiser. Such right of termination shall be in addition to all other remedies available to Operator. Upon any such termination, all present and future amounts due from Advertiser hereunder shall become immediately due and owing.
(d) Advertiser does not have the right to assign or sub-license this contract or any of its rights or duties hereunder and, therefore, may not engage in any “co-branding” or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder, without the prior written approval of Operator.

(e) This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior understandings, written or oral, with respect to the subject matter hereof, and may only be amended by the written agreement of an authorized representative of each of the parties hereto. Advertiser agrees that no agreement or promise has been made by Operator or any of its representatives or agents in reference to this agreement that is not stated herein, and that there is no verbal understanding of any kind that can in any way affect the terms of this agreement. This contract shall be governed by and construed in accordance with the laws of the State of Washington without regard to conflicts of law principles. This agreement will become effective only when an unmodified, signed original hereof is returned by Advertiser acknowledging the above terms.

This agreement is non-cancelable.

Signed for the Bidder by an individual with authority to commit the Firm:

I accept in principle the deal points listed here and intend to sign an agreement with the District for a mutually agreeable sponsorship package when presented.

Signature______________________
Print Name______________________

I DO NOT accept the deal points listed here and will NOT sign an agreement with the District for a mutually agreeable sponsorship package when presented.

Signature______________________
Print Name______________________