June 3, 2019

ADDENDUM NO. 3

RFP 191902
EVENT MANAGEMENT, SECURITY, PARKING SERVICES, AND EVENT EQUIPMENT RENTAL FOR ARIZONA STATE UNIVERSITY INCLUDING THE 365 COMMUNITY UNION AND ATHLETICS

Questions and Answers:

1. Q. Is Arizona State University going to require a Performance Bond?
   
   A. No

2. Q. Section IV – Instructions to Proposers – Paragraph 21 – requires a 2% Administrative Fee be paid to ASU by the Proposer on total contract sales within 30 days following the end of each calendar quarter. Please clarify whether this fee will be calculated on fully paid sales during the quarter or whether the expectation is this fee will also be paid on sales that have yet to be paid for by ASU and that remain as open receivables on the Proposer’s books.
   
   A: The calculation should be based on fully paid sales processed during the quarter.

3. Section 3.6 – Staff Numbers and Call Time – indicates the “Proposer shall not require a minimum number of hours for staff working an event”. Given accepted industry practice is to provide a “4-hour minimum” billing in order to attract and retain qualified and dependable personnel;

   Q. please elaborate on this language to address whether ASU’s expectation is that proposed hourly rates will be adjusted sufficiently to ensure coverage of potential 4-hour minimums or whether this is a negotiable item; terms for which, can be proposed in the RFP?

   A. This is a negotiable item. Proposer to address their terms.

4. Section 5.7 – Delivery and Delivery Charges - requires one delivery/pickup charge per event.

   Q. Please confirm our understanding that we are not required to include one standard delivery/pickup charge in our proposal – given event size and requirements will vary and require scale – but rather; that we provide one delivery/pickup charge per event that will be agreed to prior to each event start.

   A. Proposer is not required to include one standard delivery/pickup charge. The University is looking for one delivery/pickup charge per event that will be agreed upon prior to each event start.

5. Section V – Specifications/Scope of work. Article 3, Personnel Requirements. As I read these sections it appears to me that they pertain to companies that supply staffing resources.
Q. With the exception of 3.12.1 (resumes), I do not think this section pertains to event equipment rentals, which is our main line of business. Am I correct?
A. Yes that is correct. Proposer should address all requirements they can provide. Proposer should note not applicable (n/a).

Q. I do not recall this being requested on previous RFP’s. Historically, we do not disclose. Is this essential to the RFP process and a requirement?
A. Per the instructions located at the top of that page: Your proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

7. Q. Article 3. Reference to 4.7.3. Appears to be written with regard to staffing needs. I can submit a list of clients as they pertain to our main line of business. Is that acceptable?
A. Yes. The University is looking for experience in equipment rentals as well. Proposer to list in what aspect they have provided the equipment for (i.e. concerts, football games, etc.)

8. Q. Will RFP 251801 remain intact after this RFP is awarded?
A. No. RFP 191902 is replacing 251801.

9. Q. We received notice of award for RFP 251801 on 9/12/18, is this RFP still current?
A. No.

10. Q. Has there been formal communication sent regarding the status of RFP 251801?
A. No.

11. Q. Will RFP 191902 apply to only the Sun Devil Athletics Event Facilities listed on Exhibit A?
A. No. This RFP applies to all ASU campuses, the 365 Community Union and Athletics.

12. Reference Section IV – Instructions to Proposers; item 22.
   a. Q. Service Employee Wage Report: does this requirement apply to companies who provide rental equipment items?
      A: Yes, but only for employees who work on ASU campuses.
   b. Q. If yes, would a minimum hiring rate per hour meet this requirement? Since we are a private company the information be requested is highly confidential and cannot be made public under any circumstances.
      A: We will accept a statement signed by a company officer confirming that employees servicing the ASU contract on ASU campuses are paid at a rate higher than the living wage calculation provided by ASU.

13. Q. What is the anticipated Notice of Award date for RFP 191902?
A. July 1, 2019

   A. Omit “as well as others are charged” language.
15. Q. Section XIV: Mandatory Certificates (pages 45-52) are not listed in the content of submittal. Assuming they should be completed; what section should we submit under?
   A. Submit under Section XIV.
   (Section X, Content of Submittal, #1 should read per Section XIV)

16. Q. Based on the timing of the response to inquiries, ASU may want to consider extending the submittal due date.
   A. Reference Addendum 2 – Due date and time changed to 06/07/19, 2:00 PM MST.

17. Q. Being that there are multiple department heads involved in the RFP, who will be the point of contact for all of the required submittals listed in the RFP once awarded?
   A. Karen Ashe, Purchasing and Business Services

18. Q. Please provide the breakdown of the number of hours annually (for past three years) in the following categories:
   a. Security
      A. Approximately 35,000 hours per year.
   b. Guest Services
      A. Approximately 14,000 hours per year.
   c. Parking
      A. Approximately 14,000 hours per year.

19. Section IV, 21. Administrative Fee 2%
   a. Q. Can you explain in more detail the 2% fee that ASU is asking for?
      A: The 2% fee is a Contract Administration Fee.
   
      b. Q. When is this fee to be paid?
         A: The Administrative Fee shall be submitted, along with a Quarterly Usage Report (QUR) documenting all contract sales, to the ASU Procurement Office within thirty (30) days following the end of each calendar quarter.
   
      c. Q. Is this section stating that anyone outside ASU that piggybacks this contract, the awarded vendor must pay the 2% back to ASU?
         A: The fee is to be calculated based on sales to ASU as well as anyone outside of ASU that piggybacks on the Award.
   
      d. Q. Is this fee to be paid for all Athletic Events?
         A. Yes.

20. Section IV – Instructions to Proposers, 22. Service Employee Wage Report
   Q. Please explain why ASU would need to know all Associates title, position and pay rate for this RFP if contract is over $100,000?
   A: This information is not required to be provided with supplier’s proposals. This data will be required, as outlined, by any supplier receiving an award under this RFP.

21. Q. Why would contractor that provides over $100,000 in business be any different than a contract under $100,000?
   A: Suppliers / Contractors providing services with contracts $100,000 or more usually have a substantial number of employees performing work on ASU’s campuses.

22. 3.4.1 Detailed Training Curriculum
Q. Will ASU sign a Non-Disclosure Agreement protecting the Proposers proprietary training information from the public domain?

A. ASU will not sign an NDA. Per Section IV, #9: If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

23. 3.4.2 Monthly Documentation of Training
   a. Q. What information is ASU looking for in this documentation?
      A. We would want to see the training documents utilized. Who took the course and date last taken? What percent of the staff that works an event have been trained? Our goal is that all staff be trained prior to working an ASU event.
   b. Q. Who will it be submitted to?
      A. Lead Event Manager
   c. Q. What employees need to be included in this?
      A. All employees

24. 3.11.4 Quarterly background checks, MVR and fingerprinting for Management Personnel
   a. Q. Is this for only management that would be working at ASU or all management within the company?
      A. This is only for management personnel that would be working at ASU.
   b. Q. Who will this information be submitted to?
      A. The Associate Athletic Director, SDA Administration for Athletics Operations and Facilities
   c. Q. Why would fingerprinting be necessary 4 times a year?
      A. 3.11.4 revised to: The University requires an annual report for proof of background checks and fingerprinting for management personnel including a Motor Vehicle Record report. The University reserves the right to request this report at any time. Management personnel new hires are required to have background checks, fingerprinting and a Motor Vehicle Record report completed prior to working with the University.

25. 3.12.2 University’s participation in interviews of new key personnel
   a. Q. What would be considered a "key person"?
      A. Management personnel assigned to service ASU contract.
   b. Q. What would be ASU’s expectation for interviewing new key positions?
      A. Ability to provide input to contractor on candidates. Which is important as ASU reserves the right to remove personnel from servicing contract.
   c. Q. Will ASU come to the vendor’s office for this?
      A. Yes but limited to contractor’s local office.

26. 4.1.1 1-Hour Check in time
a. Q. The RFP states that ASU will participate 50% to the one-hour used for check-in, briefing and deployment at ASU Football games only. Will ASU pay for 1-hour per shift to be used for briefing and deployment on all other non-football events?
   A. No, unless ASU feels a 1-hour early call is needed for briefing and deployment at large events. It is the contractor’s responsibility to have staffing briefed and deployed to post at contracted call time. Typically deployment and briefing should take place within the hour prior to gates/entrances opening.

b. Q. What is the expectation related to time it takes to deploy and brief personnel?
   A. See above.

27. 4.1.2 Personnel Check-in Technology
   Q. Please clarify what ASU is asking of the Proposer as the RFP has conflicting provisions:

   In section 3.10 it states that ASU “prefers”.
   The University prefers the Proposer provide a real time software that would enable ASU coordinators access to who is on-site and have the ability to know what time they were posted. Please detail any electronic function or app if available.

   In section 4.1.2, it states that Proposer “must”.
   Proposer must supply technology that can check in/out personnel and provide accurate times and staffing locations for all contracted employees at any/all event locations.

   A. To clarify, ASU requires 4.1.2, but would prefer a more advanced software system that could perform as noted in 3.10.

28. 4.1.3 Invoice Payment
   a. Q. Please provide the terms that ASU will submit payment on an invoice?
      A. When ASU has received an accurate invoice, the payment term is Net 30 days.

   b. Q. Please provide the average days to pay on related invoices for the past 2 years.
      A. This information is unavailable.

29. 4.2 Parking
   a. Q. What are the costs for the day & long-term parking passes that vendor will need to purchase?
      A. Annual vendor pass $1080; hourly rates $3/hr with $15 all day max; daily rate $5/8/10/12/15

   b. Q. Do all delivery vehicles need to have parking pass?
      A. If not coordinated during event planning meetings and on event day, yes a pass would be needed during deliveries.

   c. Q. Do all vendor employees working under this RFP have to pay for parking at these events? For example, if the call is for 600 staff, is there free parking for those employees?
      A. ASU cannot guarantee there will be employee parking available, if there is parking available for large events that will be coordinated at event planning meetings.

   d. Q. If not, does the Proposer have to cover the cost of parking in their rate?
      A. This would be an actuals reimbursable item that can be submitted?
30. 4.7.4 Traffic Control Plans
   Q. Based on the requirements set out by ADOT and the City of Tempe for traffic control plan drafting, can one assume that is ASU requiring the Proposer have an ATSSA Certification (American Traffic Safety Services Association)?
   A. The University does not require the ATSSA certification but, if it is needed in order to create traffic plans for submittal and approval by the city then Proposer should plan and price accordingly.

31. 4.7.11 Proposer must provide the University with any training manuals and any requested employee records.
   Q. What is ASU expecting the “employee record” to consist of?
   A. When requested, all non-protected (if applicable) documentation.

   Q. Will ASU sign a Non-Disclosure Agreement protecting the Proposers proprietary training information from the public domain?
   A. ASU will not sign an NDA. Per Section IV, #9: If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it “Proprietary Information”. If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

32. 4.7.12 Proposer must be able to provide up to sixty (60) CEIA magnetometers on a given day.
   a. Q. Will ASU except an alternative magnetometer if it was equal to or better than CEIA?
      A. The alternate would need to be approved by ASU Environmental Health & Safety. Proposer must provide all technical documentation for ASU review. Once verified that the magnetometers can accommodate ASU standards then we would consider an alternative.
   
      b. Q. How many times during the year are the magnetometers used?
      c. Q. Where are they deployed to?
      d. Q. What is the quantity needed each time?
      A. Football Games: 6 to 7 home games/yr. – Approx. 85 mags used.
      Men’s Basketball Games: 16 to 20 home games/yr. – Approx. 25 to 30 mags used.
      Women’s Basketball Games: 16 to 20 home games/yr. – Approx. 15 to 25 mags used.
      Baseball: 30 to 40 home games/yr. – Approx. 7 to 15 mags used.
      Softball: 40 – 55 home games/yr. – Approx. 4 to 8 mags used.
      Special Events will be determined based on expected attendance.

33. 4.7.17 Proposer shall provide security texting and incident management system subscription for use at ALL events at Proposer’s expense. Subscription estimates to be provided.
   Q. If this service is to be provided at Proposer’s expense, what is the purpose for asking that estimates be provided?
   A. Estimates are no longer required.

34. 5.7.8. All event equipment shall be removed from all facilities and surrounding areas by the next business morning.
Q. Can you explain in more detail how we are to bid this request?
A. By the next agreed upon business morning. Understood that large events may require full day strike.

Q. If an event takes 3-5 days to load in how does a vendor get everything out by the next morning? At the pre-conference it was ask that all vendor bid it like we had to be off site by next morning. If that is the case this alone would substantially increase the overall bid significantly not knowing this one item.
A. See above – in general must be removed by next business day, but during event planning a determined day will be agreed upon.

Q. Can this be a negotiation based on size of the event taken place?
A. Yes.

47. Payment methods
Q. Will ASU pay the credit card processing fee for invoices over $5,000?
A. No.

Q. Would ASU use ACH for payment instead?
A. These are the University’s acceptable payment types: Commerce Bank online (epayables) – supplier is paid by credit card but would need to enroll in ASU’s program first and Check.

35. Section VII, 2. Financial Statements
Q. Will ASU sign a Non-Disclosure Agreement related to the protection of the private financial information being provided?
A. ASU will not sign an NDA. Per Section IV, #9: If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

Q. If not, how will the University guarantee that no one outside the finance department at ASU will be able to see or view after the RFP is awarded?
A. Prior to public review of an RFP file, a Procurement Officer will review the file and remove any confidential/proprietary envelopes. This is standard practice.

36. Q. How many WTMD's are owned by the entity?
A. We will own 60 by 7/1/19.

Q. How many WTMD's are rented?
A. Approximately 20 – 30 per game for football.

37. Q. What has been the previous per game deployment? Can you supply the breakdown by licensed and unlicensed staff estimates?
A. 450 security/Parking money handlers, 450 GSR’s.

38. Q. For the purposes of clarity - the Administrative Fee of 2% is a burdened cost to the vendor and is payable to the university for all invoices generated as a result of this RFP. That cost also applies to non-university contracts under this award, correct? What is the purpose of this fee?
39. Q. T-shirt security - are the screeners manning the metal detectors under this labor category?
   A. Yes

40. Q. Does the State Police/DPS determine which "security position" require licensed staff?
   A. This is the responsibility of the supplier in line with state and local regulations but it is expected when the university requests a “security position” resource that they are appropriately licensed and trained.

41. Q. The RFP indicates the University will not accept minimum number of hours for an employee but also reserves the right to release the employee at the universities discretion?
   A. Yes, the University is unable to guarantee a minimum number of hours for Contractors employees and the University may need to release the employee(s) at a different time other than planned due to event demand or employee performance. The University will not be billed any additional charge due to a release changes.

42. Q. Section 4.4 requires 85% of the staff will be required to have radios. At 600 people, that is 510 radios. Given it is far beyond any industry or trade association best practice, is the 85% correct?
   A. Proposer to provide a distribution plan.

43. Q. Is an ASU purchasing representative willing to sign an NDA for just the audited financials that we will be submitting in a separate envelope marked “confidential” for our RFP response?
   A. No, financial records are kept sealed and not shared with the public.

44. Q. I did not see any provision for rate increases during the term of the contract. Will there be an opportunity to petition for rate increases, supported by evidence of increased cost to the contractor at the end/beginning of each contract year?
   A. Reference Section XII – Agreement – Terms & Conditions: the website address included in this section is the University’s Standard Terms and Conditions.
   https://www.asu.edu/purchasing/pdf/Stand_TsCs_Provisions.pdf. Reference #42: Price Adjustment. ASU normally considers price changes at the end of one contract period and the beginning of another. Price change requests will be supported by evidence of increased costs to Supplier. ASU will not approve price increases that will merely increase gross profitability of Supplier at the expense of ASU. Price change requests will be a factor in the contract extension review process. ASU will determine whether any requested price increase or an alternate option is in the best interest of ASU. Any price adjustment to the Agreement will require an updated PO.

45. Regarding portolet rental:
   Q. How many events per year required portolet equipment?
   A. Football Home Games = 6 to 7 games per year. Potential needs for special events and would be based on needs of the event.

   Q. Average number of portolets rented per event?
   A. Approximately 100.

   Q. Is service of equipment typically required during the event?
   A. Not usually.
46. Pg. 11, #22: Regarding the Wage Report,
a. Q. Must wage information be included for salaried employees?
   A. Yes.

   b. Q. May we include a salary range as salaries are propriety company info?
   A. No. Note: If awarded, Proposer will need to provide the salary/hourly rate per employee.

47. Q. Pg. 16, 3.1.1: Please clarify the ASU process for pre-approving group and contract labor.
   A. The supplier must supply the university event coordinator with the group/contractor business name and contact information. For groups, supplier must also supply type of group (i.e. high school team, church, etc.)

48. Q. Pg. 25, 4.7.10: Can you provide a sample of the event report and full cost report.
   A. Proposer to provide what they would consider each of these reports. Event report would be like an event recap with any known issues noted. Full cost report would be Proposer’s reconciliation and invoice for the event.

49. Q. Prior to submitting our response, we were hoping to receive a copy of the current contract. Can you provide this to us?
   A. See Attachment A.

50. Q. Please define what is meant by “contract sales” to be included on the Quarterly Usage Report.
   A. Actual invoices paid

51. a. Q. With regard to the QUR, is it appropriate to only include contract sales that were delivered and paid for within the given quarter?
   A. It should be actual invoices paid.

   b. Q. If a contract hasn’t been paid in full within the quarter it was delivered, would we carry it over to the subsequent quarter(s)?
   A. It is actual invoices paid.

   c. Q. With regard to the QUR, is an Excel spreadsheet an acceptable form of reporting? We would send supporting documents as well.
   A. Yes.

52. Article 5.10.1, Equipment Requirements.
   a. Q. Is the numbering for references accurate? I cannot locate some of the references. For example, 5.6.7 and 5.16.16 do not appear in my RFP. I think they should start at 3.1 rather than 4.1. Please clarify.

   b. Q. Also, some of these sections do not appear to pertain to equipment rentals rather they are pertaining to staffing. Is it permissible to omit the sections that do not pertain to us, if I include a reasonable justification?

Q. Within RFP 191902, Section 5.10 Equipment Requirements; Item 1. Numerous subsections are listed yet do not exist in the RFP. Could this information be removed?
   A. Please replace 5.10 Equipment Requirements with the following:

   1. Proposer shall reference the following subsections of the Personnel
53. Q. Our team members go through an extensive on boarding process to include background checks and drug screening. We currently do not fingerprint our team members and this requirement has been waived in previous ASU RFP’s. How should we address in this RFP?

   A. Proposer to explain their current process and state whether fingerprinting is done or not.
Attachment A

Amendment #5
To Agreement for Event Management, Security & Parking and Event Equipment Rental for Sun Devil Athletics
RFP #251405

This Amendment #5 amends the Agreement effective July 9, 2014 between the ARIZONA BOARD OF REGENTS for and on behalf of Arizona State University ("ASU") and Pro Em Operations, LLC ("Pro Em") as previously amended (the "Agreement").

The parties agree to amend the Agreement as follows:

1. The term of the Agreement shall be renewed from July 1, 2018 through June 30, 2019.

2. No 1 of the Agreement is revised as follows:

   "1. Payment terms shall be Net 30 and pricing for all services outlined in PRO EM’s response shall be increased by five percent (5%) for all Sun Devil Athletics purchases. The increase excludes Walk-Only-Zone Ambassador Services and purchases made by non-Sun Devil Athletics departments within ASU."

All other terms and conditions shall remain the same as outlined in the Agreement, as amended.

The parties have caused this Amendment to be signed by their duly authorized representatives on the date set forth below.

THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY:

Pro Em Operations, LLC:

Printed Name: Jamon Hill
Title: Deputy CFO
Date: August 15, 2018

Printed Name: Tora Reiner-Crawford
Title: Vice President
Date: August 15, 2018
Amendment #4
To Agreement for Event Management, Security & Parking and Event Equipment & Rental for Sun Devil Athletics
RFP #251405

This Amendment #4 amends the Agreement effective July 9, 2014 between the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”) and Pro Em Operations, LLC (“Pro Em”) as previously amended (the "Agreement").

The parties agree to amend the Agreement as follows:

1. Pro Em will provide additional services as described in Exhibit A - Services and Deliverables, attached herein, which is incorporated into the agreement by reference.

2. ASU will pay Pro Em in accordance with Exhibit B - Consideration, attached herein, which is incorporated into the agreement by reference.

All other terms and conditions shall remain the same as outlined in the Agreement, as amended.

The parties have caused this Amendment to be signed by their duly authorized representatives on the date set forth below:

The Arizona Board of Regents for and on behalf of Arizona State University:

By: ____________________________
[Signature]

Printed Name: Jamon Hill
Title: Deputy CPO
Date: March 21, 2018

Pro Em Operations, LLC:

By: ____________________________
[Signature]

Printed Name: Tora Reiner
Title: Vice President
Date: March 21, 2018
EXHIBIT A – SERVICES AND DELIVERABLES

Pro Em will provide Walk-Only-Zone Ambassador services which includes:

1. Educate and inform campus travelers about Walk-Only Zone’s guidelines during enforcement times
2. Engage with ASU community members who are in violation of the Walk-Only Zone policy
3. Explain and enforce campus transportation regulations
EXHIBIT B – CONSIDERATION

ASU will pay Pro Em $19 per hour for all Walk-Only-Zone Ambassador services.

Payments to be made Net 30 days from receipt of invoice.
Amendment #3
To
Event Management, Security & Parking Services, and Event Equipment Rental for SDA
RFP #251405

This Amendment #3 amends the Agreement effective July 9, 2014 between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY ("University") and PRO EM OPERATIONS, LLC "(PRO EM)" as previously amended (the "Agreement").

The parties agree to amend the Agreement as follows:

1. The term of the Agreement shall be renewed from July 1, 2017 through June 30, 2018.

2. No 1 of the Agreement is revised as follows:

"1. Payment terms shall be Net 30."

All other terms and conditions shall remain the same as outlined in the Agreement, as amended.

The parties have caused this Amendment to be signed by their duly authorized representatives on the date set forth below.

THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY:

Arizona State University
PO Box 875212
Tempe AZ 85287-5212

By: [Signature]
Printed Name: Jamon Hill
Title: Deputy CFO
Date: August 31, 2017

PRO EM OPERATIONS, LLC:

PRO EM Operations, LLC
1450 E. Grant
Phoenix, AZ 85034

By: [Signature]
Printed Name: Tora Reiner
Title: Vice President
Date: August 30, 2017
Amendment #2  
To  
Event Management, Security & Parking Services, and Event Equipment Rental for SDA  
RFP #251405

This Amendment amends the agreement effective July 9, 2014 between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY ("ASU") and PRO EM PARTY & EVENT RENTALS ("Pro Em") as previously amended (the "Agreement").

The parties agree to amend the Agreement as follows:

The term of the Agreement shall be renewed one (1) year: July 1, 2016 through June 30, 2017.

All other terms and conditions shall remain the same as outlined in the Agreement, as amended.

The parties have caused this Amendment to be signed by their duly authorized representatives on the date set forth below.

THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY:

Arizona State University  
PO Box 875212  
Tempe AZ 85287-5212

By: [Signature]

Printed Name: Stacie Malekooti  
Title: Interim Associate Director  
Date: 5/3/16

PRO EM PARTY & EVENT RENTALS:

Pro Em Party & Event Rentals  
1450 E. Grant  
Phoenix, AZ 85034

By: [Signature]

Printed Name: Victoria Reiner  
Title: Vice President  
Date: 5/3/16
Amendment #1
To
Event Management, Security and Parking Services, Equipment Rentals for SDA
RFP 251405

This Amendment amends the Agreement effective July 9, 2014 between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY ("ASU") and PRO EM Party & Event Rentals ("Agreement").

The parties agree to amend the Agreement as follows

1. The term of the Agreement will be renewed one (1) year: July 1, 2015 through June 30, 2016.

All other terms and conditions will remain the same as outlined in this Agreement, as amended.

The parties have caused this Amendment to be signed by their duly authorized representatives on the date set forth below.

THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY:

Arizona State University
PO Box 875212
Tempe AZ 85287-5212

Nichol Ljoma
Chief Procurement Officer
ASU Purchasing and Business Services

Date 7/13/15

SUPPLIER

PRO EM Party & Event Rentals
1450 E. Grant
Phoenix, AZ 85034

Print Name: Jordan Reuter
Title Vice President

Date 7/13/15
CONSENT TO ASSIGNMENT OF CONTRACT

THIS CONSENT TO ASSIGNMENT OF CONTRACT (this "Consent") is entered into as of October 18, 2016, by the ARIZONA BOARD OF REGENTS, a Body Corporate, for and on behalf of ARIZONA STATE UNIVERSITY (the "Company").

A. The Company and PRO EM PARTY AND EVENT RENTALS, LLC, a Delaware limited liability company ("Assignor"), are parties to that certain Agreement for Event Management, Security and Parking Services, and Event Equipment Rental for Sun Devil Athletics RFP# 251405 dated July 9, 2014, as amended by that certain Amendment #1 to Event Management, Security and Parking Services and Event Equipment Rental for SDA (RFP 251405) effective July 9, 2014, and as further amended by that certain Amendment #2 to Event Management, Security and Parking Services and Event Equipment Rental for SDA (RFP 251405) effective July 9, 2014 (as further amended, extended, modified, reaffirmed, and/or renewed from time to time, collectively, the "Agreement"), pursuant to which Assignor provides certain goods and/or services to the Company, as more particularly described in the Agreement, and a copy of which is attached hereto as Exhibit A.

B. Assignor and PRO EM OPERATIONS, LLC, a Delaware limited liability company ("Assignee"), have entered into that certain Asset Purchase Agreement (the "APA") dated as of September 30, 2016 (the "Closing Date").

C. In connection with the Transaction and effective as of the Closing, Assignor desires to assign all of its right, title, and interest in and to the Agreement to Assignee, and Assignee desires to accept the same and assume all of Assignor’s obligations under the Agreement from and after the Closing (collectively the "Assignment").

D. Assignor desires to obtain the Company’s consent to the Assignment.

The Company hereby agrees as follows:

1. Consent to Assignment. The Company hereby (a) consents to the Assignment and the foregoing terms and provisions of this Consent, subject to the provisions of Section 2 below, (b) waives any right of termination it may have under, or any violation of, the Agreement as a result of the Transaction, and (c) acknowledges that such approval shall satisfy any provision of the Agreement requiring notice of, or delivery of any materials or information in connection with, the Transaction.

2. Effective Upon Closing. The Company acknowledges and agrees that the Assignment and this Consent shall be effective upon and conditioned upon the Closing of the Transaction. If for any reason the Transaction is not consummated and the Closing does not occur, this Consent shall be void and of no further force or effect without any further action required by the parties.

3. Release of Assignor. Effective as of the Closing, the Company acknowledges and agrees that Assignor shall be released from any further obligations or liabilities arising under the Agreement from and after the date of Closing.

COMPANY:

ARIZONA BOARD OF REGENTS, a Body Corporate, for and on behalf of ARIZONA STATE UNIVERSITY

By: [Signature]
Name: Joanie Sheppard
Title: Interim Associate Director
AGREEMENT
FOR
EVENT MANAGEMENT, SECURITY AND PARKING SERVICES
AND
EVENT EQUIPMENT RENTAL FOR SUN DEVIL ATHLETICS
RFP 251405

This Agreement is entered into as of July 9, 2014 between the ARIZONA BOARD OF
REGENTS, a body corporate, for and on behalf of ARIZONA STATE UNIVERSITY
(“University”) and PRO EM Party and Event Rentals LLC (“PRO EM”).

PRO EM shall provide Event Management, Security and Parking Services and Event
Equipment Rental for Sun Devil Athletics. This Agreement may be used by other
University departments during the term.

The University and PRO EM mutually agree that PRO EM shall provide services in
accordance with the specifications/scope of work, terms and conditions, all written
addendums and clarifications of the University’s RFP 251405 and PRO EM’s response
thereto. This Agreement is a culmination of the negotiation process and incorporates
both the University’s RFP 251405 and PRO EM’s response. In the event of any
discrepancies between this Agreement, the University’s RFP 251405, and PRO EM’s
response thereto, this Agreement and then the University’s RFP 251405 shall govern.

The Parties further agree as follows:

1. Payment terms shall be Net 30 and pricing for all services outlined in PRO EM’s
   response shall be discounted by five percent (5%) with an additional 15 days
   grace period from the receipt of invoice.
2. PRO EM will implement a new time management scanning system for all hourly
   employees working Sun Devil Athletic events by the first official football game,
   August 28, 2014.
3. PRO EM will provide the services as outlined in RFP unless it is in the best
   interest of the university to obtain additional proposals for the following: portable
   toilets, forklifts, scissor lifts, people movers, and golf carts.

This Agreement shall commence on July 9, 2014 through June 30, 2015 with an option
to renew for four (4) additional one (1) year terms. Any renewal will be based on
performance, service, quality, and pricing.

The individual signing below on behalf of each Party hereby represents and warrants
that s/he is duly authorized to execute and deliver this Agreement on behalf of the Party
on whose behalf s/he signs and that this Agreement is binding upon that Party in
accordance with its terms.
Arizona State University
Purchasing and Business Services
PO Box 875212
Tempe, AZ 85287-5212

Nichol Juoma
Director

(Date)

PRO EM Party & Event Rentals
1450 East Grant
Phoenix, AZ 85034

Brady Castro
Chief Operating Officer

(Date)
Another addendum will be forthcoming which includes those Q&As not included in this Addendum 3.

Questions regarding this notice, please contact me at 480-965-3270 or karen.ashe@asu.edu. All postings for RFP 191902 can be found at http://www.asu.edu/purchasing/bids/index.html.

Thank you,

Karen S. Ashe

Karen S. Ashe, Purchasing Manager
Purchasing and Business Services