

05/04/19

REQUEST FOR PROPOSAL

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

RFP 191902

DUE: 3:00 P.M., MST, 05/24/19

Time and Date of Pre-Proposal Conference

9:00 A.M., MST, 05/10/19

5:00 P.M., MST, 05/14/19

Deadline for Inquiries

Time and Date Set for Closing

3:00 P.M., MST, 05/24/19

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SECTION I – REQUEST FOR PROPOSAL

RFP 191902

Arizona State University is requesting sealed proposals from qualified firms or individuals for Event Management, Security, Parking Services, and Event Equipment Rental for Arizona State University including the 365 Community Union and Athletics.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Boulevard & Broadway Road) Tempe, Arizona 85281 on or before 3:00 P.M., MST, 05/24/19 at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. No proposals will be accepted after this time. No other public disclosure will be made until after award of the contract.

Arizona State University's Overnight Delivery (FedEx, Airborne, and UPS) address is:

Purchasing and Business Services University Services Building Arizona State University 1551 S. Rural Rd Tempe, AZ 85281

Arizona State University's U.S. Postal Service Mail address is:

Purchasing and Business Services Arizona State University P.O. Box 875212 Tempe, AZ 85287-5212

ARIZONA STATE UNIVERSITY

Karen S. Ashe

Karen S. Ashe Purchasing Manager

KSA/ap

1. <u>INTENT</u>

This Request for Proposal (RFP) seeks proposals from interested and qualified parties to provide Event Management, Security, Parking Services, and Event Equipment Rental for Arizona State University including the 365 Community Union and Athletics.

This contract will also include any new "event facility" at all four campuses.

Other locations may be added or removed at the discretion of the University.

Services will include, but not be limited to, t-shirt security (event day & overnight), ushers, ticket takers, cart drivers and parking attendants, are being solicited for the purpose of providing and/or assisting with overall crowd control and event set-up in and around the facility.

Traffic control and parking staff will also be needed in ASU parking lots used for Athletic events that vary in scale. See list of facilities on **Exhibit A**.

Event Scale

- Large 500 parking staff
- Medium 51 499 parking staff
- Small Less than 50 parking staff

Proposers should be properly trained and provide traffic control for bus parking including dropoff/pick-up zones, and multi-axle vehicles.

The University hosts a variety of events throughout the year that require tent and event equipment. The University is also soliciting proposals for the purpose of providing necessary event equipment carried by the Proposers. Reference **Exhibit B**. An Excel sheet is available by contacting <u>karen.ashe@asu.edu</u>. Proposers to add equipment they carry if not included on these lists.

The University may contract separately for Event Services and Event Equipment. We would prefer to enter an agreement with a single entity who would provide both services and equipment. ASU reserves the right to award this RFP to multiple Proposers. An award under this RFP is not a guarantee of work.

Proposers may submit a response for all or part of the requirements listed in this RFP. Proposers to clearly state in their response, the part(s) they are responding to.

We believe that the successful proposer(s) will be the firm(s) that has the ability to view the contract from start to finish; identify risks, problems and issues that may occur; and have a precise plan in place for expedient resolution. The successful proposer(s) will also be able to identify and create innovations for meeting the needs identified in this RFP. Reference **Exhibit E** – Risk Assessment Examples.

2. BACKGROUND INFORMATION

ASU will be turning Sun Devil Stadium into a revolutionary 365 day a year Community Union

with unlimited possibilities.

This massive and iconic Community Union will set ASU apart as visionaries by converting a football stadium with a 2% utilization rate into a Community Union serving the entire Phoenix metropolitan area. ASU students from all majors and interests will find a place they can embrace in this new front porch for the campus. A Community Union with a 98% utilization that will serve more than 10,000 stakeholders a day, 350+ days a year!

As ASU is always focused on our students and our role in supporting public services, the 365 Community Union will contain classroom space, office and advising space for our Tillman Center, ROTC (Reserve Officers' Training Corps), Public Service Academy and Global Sports Institute. The Community Union will also include a new broadcast center and lab for ASU's award-winning Walter Cronkite School of Journalism and Mass Communication. By providing the best facilities to meet the needs of our students, the 365 Community Union will be a place where leaders, makers, and innovators of tomorrow are created.

The ASU Community Union will be a place where diversity and community are celebrated. This new Community Union will honor ASU traditions but will also be a place that honors the First Nations peoples who have called our community home for centuries. It will be a place for students, staff, faculty, and community members to honor, eat, play, learn, connect, build relationships, create, and innovate.

Strategically located in the heart of the Valley, the ASU Community Union will be a cultural hub for people to converge on campus with programming designed for the entire community, food service as diverse as our student population and activities that will enthrall audiences of all ages.

Athletics annually coordinates and stages over 400 events in fifteen (15) or more various facilities, see **Exhibit A**. With attendance figures ranging from 50 people to 55,000, there is often a need for contracted, event related services to assist in the management and operation of these venues. For example:

Sun Devil Stadium (SDS) is a multi-level, outdoor facility with a seating capacity of 55,000 plus. Serving primarily as the home stadium for Sun Devil Football, this facility annually hosts approximately 10 football games. Included in this total are 6-7 Sun Devil Football games, the AIA State High School Football Championships, the possibility of hosting a College bowl game and other athletic contests. Additionally, other rental events and events sponsored by SDA, can and will be staged in SDS such as Pat's Run and ASU Undergraduate Commencement.

Wells Fargo Arena (WFA) is also a multi-purpose facility. With a seating capacity of 14,000, this indoor arena is used predominantly by ASU's department of Athletics for its Volleyball, Men's & Women's Basketball, Gymnastics and Wrestling programs. Also, much like Sun Devil Stadium, WFA can and will host concerts, other rental events and events sponsored by Athletics.

Arizona State University is a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 100,000 students in metropolitan Phoenix, Arizona, the nation's fifth largest city. ASU champions intellectual and

cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe.

More information about ASU is located at <u>http://www.asu.edu</u>.

3. TERM OF CONTRACT

Three (3) year term with the possibility of two (2) successive one (1) year renewals, for a total term not to exceed five (5) years.

The contract will be available for use by other University departments during the term.

SECTION III – PRE-PROPOSAL CONFERENCE

<u>X</u> A pre-proposal conference will be held at **9:00 AM, MST on Friday, 05/10/19** in the Dutson Theater located on the 3^{rd} floor of CSAC (<u>Carson Student Athletic Center</u>). CSAC is on the South Side of Sun Devil Stadium and located on the North side of Veterans Way. (500 E Veteran's Way, Tempe, AZ 85281)

Attendees can park in Parking Structure 5 (<u>Stadium Structure</u>). Structure 5 is located South of Sun Devil Stadium off of Veterans Way. Please pull a ticket and ASU will validate the ticket prior to the conclusion of the conference.

The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the University's intention and desires, and/or to give prospective suppliers an opportunity to review the site of the work. Any doubt as to the requirements of this solicitation, or any apparent omission or discrepancy should be presented to the University representative at this conference. The University representative will then determine the appropriate action. If necessary, the University representative will issue a written amendment to this Request for Proposal. Oral statements or instructions shall not constitute an amendment to this Request for Proposal.

You do not have to send a representative to this pre-proposal conference. However, if you decide to not send a representative, then we may not know of your intent to participate in this Request for Proposal, and so may not send you any written amendments to this Request for Proposal. Further, we will assume that your failure to attend the pre-proposal conference is an indication that you expect us to review your proposal as if you had taken advantage of the pre-proposal conference.

SECTION IV – INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, Tempe, Arizona 85281, on or before the time and date set for closing. No proposal will be accepted after this time. The University Services Building is located on the east side of Rural Road between Apache Boulevard and Broadway Road. PROPOSALS MUST BE IN A MARKED SEALED CONTAINER (i.e., envelope, box):

Name of Proposer Title of Proposal RFP Number Date and Time Proposal is Due

No telephone, electronic or facsimile proposals will be considered. **Proposals received after the time and date for closing will be returned to the proposer unopened.**

2. DIRECTIONS TO USB VISITOR PARKING. Purchasing and Business Services is in the University Services Building ("USB") 1551 S. Rural Road, Tempe, AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). A parking meter is located near the main entry to USB.

All visitors to USB are required to check in at the USB Reception Desk to obtain a visitor's badge to wear while in the building. The receptionist will call to have you escorted to your meeting.

- **3.** Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).
- 4. You may withdraw your proposal at any time prior to the time and date set for closing.
- 5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitations are performed under the direct supervision of the Chief Procurement Officer and in complete accordance with University policies and procedures.
- 6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- 7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.

- 8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.
- **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.
- 10. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. A description of the proposers expected efforts to solicit SB & SDB participation should be enclosed with your proposal.
- **11.** Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
- 12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of <u>one hundred eighty (180)</u> <u>days</u> after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
- **13. EXCEPTIONS:** The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions will be incorporated into the contract between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.** All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.
- **14.** Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
- **15.** Days: Calendar days

May: Indicates something that is not mandatory but permissible/ desirable.

Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

- **16.** Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
- 17. All proposals and accompanying documentation will become the property of the University at the time the proposals are opened. It will be the proposer's responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer. If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.
- **18.** All required performance and payment bonds shall be held by the University in a secure location until the performance of the contract and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer's responsibility to request the surety bonding company to submit to the University the necessary documents to approve the release of the bonds. Until such time the bonds shall remain in full force and effect.
- 19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. Unless reasonable objection is made in writing as part of your proposal to this Request for Proposal, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Proposal.
- **20.** Arizona State University is a member of various co-operative organizations, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, the University may share and distribute a contract resulting from a solicitation. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

21. Administrative Fee. When ASU as well as others are charged

Supplier/Contractor shall pay an Administrative Fee to Arizona State University (ASU) in the amount of two percent (2%) of the total contract sales. This fee will apply only to contracts entered into after the effective date of the resulting agreement. This fee will apply to any and all products sold or services provided by the contracted supplier that references the RFP number/ASU Agreement as the supporting document to meet competitive bidding requirement, including sales to ASU. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices. 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. Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the ASU exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the ASU, the contractor shall reimburse the ASU

for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

22. Service Employee Wage Report:

Apply to suppliers / contractors whose employees provide any services, including but not limited to, maintenance, grounds keeping, housing and food services, and general administrative jobs directly to Arizona State University (ASU), when all of the following conditions apply: the workers are employees of suppliers / contractors with agreements with ASU, to perform work on the ASU's campuses, such workers are regular or temporary employees of the supplier / contractor (seasonal or student employees should be a separate category), the aggregate value of the contract(s) exceeds \$100,000 per year, . Note: This means that single suppliers / contractors with several small contracts that are individually smaller than \$100,000 but when totaled are at or above \$100,000 will be required to provide an annual employee assessment. The Supplier / Contractor must provide an annual report to ASU listing all employees both full-time and part-time, must include title, part/full time and current hourly rate.

23. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing, to:

Karen S. Ashe Purchasing and Business Services University Services Building Arizona State University PO Box 875212 Tempe, AZ 85287-5212

Tel: 480-965-3270 E-mail: karen.ashe@asu.edu

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section XI of this Request for Proposal. All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

Note that the University will answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the University.

- 24. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
- 25. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.

- 26. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.
- 27. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at http://www.epeat.net on the Web.
- 28. To the extent applicable to any contract resulting from this Request for Proposal, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer's breach of its obligations under this paragraph.
- 29. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809,

Protests should be directed to:

Jamon Hill Deputy Chief Procurement Officer Purchasing and Business Services PO Box 875212 Tempe AZ 85287-5212 Email: jamon.hill@asu.edu

Please note that as the University takes protests very seriously; we expect you to do so as well. Frivolous protests will not result in gain for your firm.

30. Other Opportunities with the University **NOT** related to this Request for Proposal.

The ASU Magazine

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for the University's 450,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with the University, the largest university in the United States, your company can stand above the competition.

ASU alumni represent a responsive target market for your product or service.

- Alumni live worldwide.
- 230,000 of alumni reside in Arizona.
- More than 200,000 alumni live in Maricopa County.
- 38,000 of alumni reside in California.
- 55% of ASU alumni are under the age of 55.
- 85% own their own place of residence.
- 60% earn more than \$50,000 annually.
- 40% fall in the top two highest wealth rating categories.
- 14% hold multiple and /or advanced degrees.

Specific partnership opportunities exist in a variety of areas.

- Advertise in the ASU Magazine, mailed to more than 400,000 homes around the world three times per year.
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences. Events include: Founder's Day, Homecoming, Legends Luncheon, Sun Devil 100, football tailgates, Career Fairs and many more! Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services to Sun Devil alums all over the world.
- Advertise on the ASU Alumni Web site or on our 110 Chapter/Club websites or in monthly E newsletter which is sent out to more than 240,000 people monthly. Cost is \$1000 per month per each advertising venue.
- Learn more by Contacting John Davis at 480-965-5051 or jadavis@asu.edu today to start doing business with Sun Devil nation!

Sun Devil Sports Marketing

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding SDA. Sponsorship opportunities include, but are not limited to, on-premise signage, radio, print, digital, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Brittany Mack at 480-727-4151.

Arizona PBS Delivers...

Arizona PBS, delivers award-winning, educational, cultural and current events programming to approximately 1.5 million viewers each week. Become an AZPBS sponsor.

- **AZPBS delivers reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. AZPBS / KAET reaches 85 percent of the people of Arizona.
- **AZPBS delivers quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- AZPBS delivers marketing benefits:
 - Build brand awareness by linking your business with high-quality programs
 - Generate community goodwill through support of public television
 - Promote your offerings to a broad audience at an affordable price
 - Market your brand in an environment free of commercial clutter
- AZPBS delivers multiple media platforms:
 - 3 TV Channels Eight HD, Eight Life & Eight World
 - Web views <u>www.azpbs.org</u> (150,000 unique visitors a month)
 - E-Marketing 40,000 email addresses ... and more.

Contact: Chad Bowen at AZPBS corporate support at 602-496-8669 or <u>Chad.Bowen@asu.edu</u> Kelly McCullough, General Manager at 602-496-2422 or <u>Kelly.McCullough@asu.edu</u>

SECTION V – SPECIFICATIONS/SCOPE OF WORK

1. GENERAL TERMS

The main intent of this solicitation is to seek proposals for Event Management, Security, Parking Services, and Event Equipment Rental for Arizona State University including the 365 Community Union and Athletics.

Proposer shall provide all services at a level of quality that consistently meets or exceeds ASU's expectations. Proposer must demonstrate expertise, experience, financial stability and a proven record of success.

ASU recognizes that achieving its philosophical, functional and financial objectives related to its vision for the 365 Community Union will require a collaborative effort. The Proposer awarded this contract will be challenged to continuously take these services to the next highest level to achieve consistently positive campus and community satisfaction. The services must reflect ASU's commitment to excellence in all areas.

2. CONTRACT REQUIREMENTS

2.1 Compliance with Laws, Permits and Licenses

Proposer shall obtain, at their expense, all necessary permits and licenses to comply with federal, state and local laws, ordinances, rules and regulations including, but not limited to occupational safety and health standards and equal employment opportunity.

Proposers must submit audited financial statements for the past three (3) years in order to establish its financial capability to provide the required services on a term contract basis. Proposer must be able to provide sufficient information to enable the University to make a determination that the Proposer's financial health and capability is sufficient to meet the anticipated contractual and usage requirements of any resulting Agreement. Proposers must provide proof of insurance within the requirements set forth in this RFP. Proposers must provide proof of all licenses required within this RFP to include, but not limited to, Security License, Business License, and Tax Privilege License.

2.2 Facility Rules and Regulations

Employees of Proposer shall comply with all instructions pertaining to conduct and facility regulations issued by representatives of the University. See **Exhibit C** for the policy on clear bags in place for all ticket events at ASU and **Exhibit D** for facility rules and regulations.

Proposer is to immediately advise the designated University personnel if any employee, representative or agent of Proposer damages any equipment, building, fencing, etc., within the service of this contract. Proposer will be financially responsible for repair/replacement of any damaged item.

3. PERSONNEL REQUIREMENTS

3.1 Physical Health

All personnel must be in good physical health and capable of any strenuous activities that may be required, including standing/walking for long periods of time and lifting heavy objects. Activities may involve working in extreme weather conditions; hot in the summer and cold in the winter; walking and standing for extended periods of time, frequent bending, reaching, lifting, pushing and pulling up to 75 pounds.

Proposers to specify, per position offering (Ticket Scanner, Usher, Security I, II, III, etc.), the eligible age limits and minimum lift ability in pounds, etc.

3.1.1 Staff and Management Qualifications

Staff shall always be clean, well-groomed, professional and properly uniformed with required equipment. Background information for supervisors and staff will be required for the last seven (7) years or as reasonably available, including a finger print check for the last ninety-nine (99) years. All groups or contract labor must be pre-approved by the University representative prior to working an event. Staff must be able to verbally communicate in a clear, distinct, and courteous manner. Staff must be able to write clear and accurate reports and be able to complete any and all types of reports. All staff must be employees of the Proposer at the time of rendering any service, per the guidelines and definitions set forth by governmental agencies regarding "employees." Failure to comply with these guidelines can and will result in dismissal of employees and Proposer will incur penalties as outlined in Section 3.6.

3.1.2 Drug-Free Workplace

Proposer shall certify to the University that it will provide a drug-free workplace and do each of the following:

- 1) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Proposer's workplace and specify the actions that will be taken against employees for violation of the prohibition.
- 2) Proof of a drug-free awareness program.

3.1.3 <u>Injury</u>

Proposer is to immediately advise the University personnel if any employee, representative or agent of Proposer is injured within the service of this contract. Proposer will be financially responsible for the liability and medical bills of its employees.

3.2 Communication

Given the extensive contact/interaction that takes place with the general public, all Proposer personnel must be fluent in the English language and able to understand the information provided pertaining to their duties. It is desired to have personnel be able to speak multiple languages.

3.3 Meetings

When notified, the Proposer's assigned managerial staff shall attend all meetings held by the University at Proposer's expense. If there is a meeting conflict, Proposer is required to provide an alternative managerial representative and notify the University. If applicable, Proposer will provide any and all collateral materials both electronically and hard copies. Proposer shall assign a manager to meet with the University to discuss estimates and invoices when notified. Additionally, the Proposer's managerial staff is required to be present for any event day staff briefings conducted by the University.

The University will work with the Proposer to provide a briefing location for events. If the University is unable to do so, Proposer will be required to provide its own location at the Proposer's expense.

3.4 Employee, Staff and Group Training

Background information for all Proposer's staff/personnel will be required for the last seven (7) years or as reasonably available, including a finger print check for the last ninety-nine (99) years. At Proposers expense.

- 3.4.1 Proposer must submit a detailed curriculum and schedule of an on-going training program that describes training procedures that are above and beyond on-the-job training. Detailed curriculum must also include group training. Training must include, but not be limited to, customer service, guard card, magnetometer operations, security wanding, pat downs, ticket taking/scanning, ushering, guest services, cash handling, parking, certified cart driving and emergency procedures.
- 3.4.2 Proposer must provide monthly documentation that its employees have been trained to recognize and understand the implications of safety and emergency routines in regards to event management.
- 3.4.3 Proposer must provide time to have its employees, including supervisors, security personnel, guest service representatives, cart drivers, parking attendants, cash handlers, etc., trained, at their sole expense, in the rules and regulations set forth by the University. The University reserves the right to have a representative present during any and all of those training sessions. The Proposer must provide a list of training and all employees, staff and groups that have completed assigned trainings.
- 3.4.4 The University may conduct multiple mandatory training sessions which all of the Proposer's management team and supervisors must attend at the Proposer's expense. The University will provide the information to be taught at the Proposer's event day personnel's training sessions. The University reserves the right to have a representative present during those training sessions.
- 3.4.5 All of the Proposer's personnel who will be working in a security position must display a current, Arizona State issued guard card at the Proposer's expense.

- 3.4.6 All of the Proposer's personnel who will be working with magnetometers and wands must have completed training and know the standard operating procedures before being assigned a magnetometer or wanding assignment.
- 3.4.7 All of the Proposer's personnel who will be on any University location, who perform cash handling events, will carry a card or ID stating they have been trained through the Proposer's cash handling training.
- 3.4.8 All of the Proposer's personnel who will be working with equipment (handheld ticket scanners, wands, magnetometers, credit card processing and portable printers, etc.) must have the appropriate training. The University reserves the right to request replacement of any personnel not fully trained on equipment.

3.5 Customer Service

- 3.5.1 All personnel for events represent Arizona State University to the public therefore, must commit to providing a high level of customer service. All event personnel must adhere to the following customer service practices during all University events.
 - All personnel must conduct themselves in a professional manner, greeting all event patrons and guests to campus with a positive attitude and courteous behavior to help create a friendly atmosphere.
 - All personnel must be at their post prepped, in proper uniform with a copy of the supplied information sheet and have common knowledge of campus parking lots, facilities and locations of key campus buildings in order to help direct event patrons.
- 3.5.2 The University reserves the right to have discharged any undesirable employee at any time. It will be the Proposer's responsibility to replace the employee. Any employee discharged by the University will not be allowed to work any future Arizona State University sponsored events in any location.

3.6 Staff Numbers and Call Time

Event staff reporting times and personnel requirements shall be mutually decided upon in weekly meetings, if necessary, by the University, and confirmed by the Proposer two (2) days prior to event dates. A written estimate is to be submitted by the Proposer at this time, with a not to exceed on billing without a change order approved in advance of the event. On event days, the University will have final authority on release times for proposer's employees. The University reserves the right to release employees at any time without additional charge. Proposer shall not require a minimum number of hours for staff working an event.

ASU and the successful Proposer will meet prior to each event season to determine a mutually agreed upon limit on the number of labor hours to be charged for both set up and strike of an event. During event planning, if projected hours for the event exceed the mutually agreed upon limit, Proposer must gain approval from the University representative.

Proposer must supply accurate reports weekly, for initial deployments, to include locations and duties. This is to be followed for re-deployments and check outs. Report is to include details per event of no-show personnel, i.e. staffing shortages. Proposer will be responsible for purchasing equipment for accurate time keeping such as software and hardware at Proposer's expense for all events.

Proposer can and will be penalized, on a per event basis (late requests notwithstanding), up to 10% of invoice total should 10% or more of the personnel requested not report for their work assignments. The University agrees to pay for any additional personnel that exceed requested amount, up to and including 10% of the total staff. If any staff member is unable to complete their assigned shift or leaves their post without being released by the University, that staff member shall not be included on the invoice. Further, should documented issues occur on three (3) successive events, the University reserves the right to retain the services of an alternate supplier for upcoming event(s) without being in violation of the contract. These issues could be personnel issues, staffing shortages, etc. Consistent personnel shortages may result in review of services and termination of contract.

Proposer must provide the University with pricing estimates within 24 hours of request.

Note: Where facilities or events involve more than 500 people, not fewer than two (2) trained crowd managers, and not fewer than one (1) trained crowd manager for each 250 persons or portion thereof, shall be provided for a special event. Training for Crowd Managers SHALL be approved.

3.7 Personnel Breaks

All positions that are four (4) hour durations require a 15 minute break at some time during the shift. The Proposer agrees to provide break support for any positions that require over four (4) hours on duty. The University will work with the Proposer to provide a break location at events. If the University is unable to provide a location, Proposer will be required to provide its own location at the Proposer's expense.

Proposers to explain their accountability structure to ensure supervisor of security staff are monitoring breaks of their staff.

Personnel will not eat on post. The food provided to patrons via clubs, suites, hospitality areas, etc., are not for employees unless directed.

Proposer will make their employees aware that ASU is a smoke free campus which includes vaping. ASU Tobacco-free Initiative: <u>https://eoss.asu.edu/tobaccofree</u>

3.8 <u>Water</u>

Proposer will provide a supply of water for their parking attendants, cash handlers, etc., as needed, or make arrangements to make water or other type of liquid, non-alcoholic refreshment, available. Proposer must ensure that all parking attendants, cash handlers, etc., employed by the Proposer, have equal access to liquid refreshments (alcoholic beverages are not permitted).

Proposers to explain their process of handling this requirement. This requirement must be adhered to or this may lead to termination of the contract.

3.9 Uniforms and Appearance

Uniforms are to be approved by the University and are the financial responsibility of the Proposer. Upon award, Proposer's uniforms will be reviewed and possibly changed. Changes are at Proposer's expense. During the contracted time period, should a uniform change be necessary, new uniforms are to be approved by the University, and related expenses are the responsibility of the Proposer. No sponsored signage or advertisements are to be visible on uniforms and Proposer personnel must wear them at all times during events. A sample of this uniform is to be submitted for approval no later than thirty (30) days following the award of this contract. Proper identification must be carried by all employees and any necessary access to secured areas will be provided by the University. As stated above, staff shall always be clean, well-groomed and properly uniformed with required equipment. Wristbands must be provided by the Proposer to its employees on an event by event basis that designate their assigned deployment location in writing. Close toed shoes, long pants with a solid neutral-colored belt are required. All shirts must be tucked into pants. All head ware to be approved by the University prior to use and all must be of same look and appearance. All tattoos are to be covered. No facial jewelry with the exception of eyeglasses and, earrings that are no larger than the earlobe.

3.10 Event Log/Sign-in Sheets

Proposer will be expected to routinely produce, after every event and upon request, any/all original event logs or sign-in/out sheets that are used in the tracking of employee numbers, positions and time worked for all events. Proposer must supply accurate reports by event, with the initial deployment schedule compared to the actual worked deployment, to include locations and duties. This is to be followed for re-deployments and check outs. Report is to include details per event of no-show personnel, all staffing shortages, reassignments, and changes. Original event logs or sign-in/out sheets shall be provided with all submitted invoices. The University reserves the right to audit and view at any time any and all sign-in/out sheets and event logs.

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.

3.11 Management Staff

3.11.1 Proposer's key managerial/supervisory staff/leads on the account, to be approved by the University, must remain with this account, locally, for the duration of the contract unless prior written notification is given to, and replacements are approved by the University. Key managerial staff must have expertise in event management, traffic control and security services. Managers at any event are to be designated for the following, but not limited to, areas/assignments: Security, Guest Services, Locker Rooms, Green Rooms, Command Center, Back Stage, parking, equipment, etc.

- 3.11.2 Proposer to state their process of replacing Management Staff positions. The University requires dedicated management personnel positions that are filled 100% of the time.
- 3.11.3 University representative(s) and Proposer's managerial staff should periodically visit comparable venues/events as determined by the management staff of both groups. The purpose of the site visit is to review industry best practices, overall event operations and find new and innovative ways to be leaders in the industry. Expenses for site visits will be shared and mutually agreed upon between the University and the Proposer.
- 3.11.4 The University requires a quarterly report for 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.

3.12 Key Personnel

- 3.12.1 The Proposer must include resumes of key personnel.
- 3.12.2 The University will be included in Proposers interviewing of those new key personnel that will be working with the University during the term of this contract.

4. BUSINESS OPERATIONS

4.1 Invoices/Billing Procedures

- 4.1.1 Payment will be made to Proposer on a per event basis; calculated in accordance with contracted fees, including costs for approved supplemental services provided per event, and approved adjustments for worker-hours (which will require receipt of a single change order by an ASU designee). For football games, the hour of check-in time will be split equally between the Proposer and SDA.
- 4.1.2 All invoices must reference the ASU purchase order number with regular calculated charges, supplemental services, worker hours, event log sheets, etc., separated line by line. Invoices must be emailed or hand delivered to the Office of SDA or the reserving party, within 72 hours (or three (3) business days) of referenced service. These may also be brought to any weekly meetings if deemed to be most convenient for all. They will be reviewed collectively by Proposer and SDA or the reserving party, for accuracy thereby ensuring prompt payment. 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.
- 4.1.3 All invoices will be paid for work completed subject to deductions as per Specifications section 3.6.

4.2 Parking

Parking and stadium vehicle access passes will be issued to Proposer at the discretion of the University and will be paid for by the Proposer. All other parking is up to the Proposer. No parking is allowed inside any facility without prior approval and without displaying the appropriate pass. Proposer is required to purchase a University Parking Vendor Pass from ASU Parking and Transit at Proposer's expense for on-campus day/long-term, event parking and/or deliveries.

University Parking Vendor Passes are for all Proposer's administrators that will be assigned to the campus. The specific number will be determined by ASU Parking and Transit and the Proposer based upon the number of supervisors assigned to ASU.

4.3 Command Center

The University will make every effort to find a mutually agreed upon command center location but this is not guaranteed for every event. Expenses related to a command center are the responsibility of the Proposer.

4.4 Radio Communications

Proposer shall provide radio communication for and between its supervisors, staff, dispatch, command center and the University during all events. These radios shall be the financial responsibility of the Proposer, reference Section 4.7.8.

Proposer shall provide radio communication for no less than 85% of the total call to ensure consistent communication throughout the event. All radios shall have a headset or equivalent, so the communication can be heard by the employee and not heard by the public.

At times ASU will issue a University radio to the Proposer for better communication between both parties. Proposer will be responsible for the care of those radio(s) and for any damage or loss of equipment.

4.5 Incident Reports

Proposer shall provide the University with a copy of every incident card their staff fills out and a full incident report prior to the end of the event. The format for this report will be mutually agreed upon by Proposer and the University following award of contract. If required, the Proposer's personnel must be made available to discuss any incidents.

Incident Reports are required for, but not limited to, the following situations:

- Fights
- Ejections
- Relocations
- Credential Issues
- Facility Issues
- Facility Damage
- Hazards

- First Aid
- Any Injury
- Major Incidents
- Safety Concerns
- Insubordination and Issues with the general public that resulted in a physical confrontation.

4.6 Tasks and Procedures and Timelines

All staff procedures before, during and after the game are to be mutually decided upon by the University and the Proposer, then documented and adhered to. Under no circumstance is the Proposer to alter any policy without the prior permission of the University. Proposers shall provide the University with a detailed timeline of Proposer's timed commitments for the event no later than 24 hours prior to the event.

4.7 Specifications

- 4.7.1 Proposer, its agent and employees shall conform in all respects with all guidelines at Arizona State University, the 365 Community Union and by Athletics.
- 4.7.2 Proposer shall be under the direct supervision of the requesting department i.e., Athletics, 365 Community Union, Parking and Transit, etc.
- 4.7.3 Proposer must provide information as requested to meet minimum qualifications as stated in Section VII - Proposer Qualifications, either as a company or in the combination of employee/management background, in crowd control and guest services and its related duties including, but not limited to, the following:
 - Collegiate Athletic Events
 - Command Center Operations
 - Concerts (including backstage security)
 - Event Management
 - General Peer Crowd Control
 - Overnight Security
 - Permits & Safety Standards
 - Professional Athletic Events
 - Traffic Control and Parking Management
 - Greeters
 - Ticket Takers

Further, when listing this background information and experience, proposers should specifically outline the following:

- Number of staff provided and duties performed
- Types of events and attendances
- Venues/facilities and their capacities
- 4.7.4 Proposer should have the ability to create traffic plans for submittal, and approval by the city.

- 4.7.5 Proposer should have the ability to provide the city/DOT approved traffic control equipment. Equipment should include but not be limited to: drop-off, pick-up, cones barricades, basic signs (right/left turn, no right/left turns, etc.) and variable message signs.
- 4.7.6 Proposer must insure that all guards are properly and currently licensed with the Arizona Department of Public Safety. Proposer is to include information on the number of licensed guards. Each guard must be identified by a license or uniform, and present guard card when requested. The University shall have the discretionary right for final approval of all personnel used.
- 4.7.7 Proposer shall supply employees attired in the following manner when applicable: (reference Section 3.9)
 - Blazers
 - Formal Attire
 - Jackets
 - Lanyards
 - Name Tags
 - Polo-type shirt tucked into appropriate slacks (worn properly, with belt)
 - Proper Footwear
 - Reflective Traffic Vests
- 4.7.8 Proposer shall supply, at their expense, the following operating equipment needed for each event:
 - Bull Horns
 - Collateral Material specific to the event (i.e. briefing sheets, supervisor binders)
 - Flag roping
 - Flashlights/Black Lights
 - Incident report cards
 - Information cards (content to be provided by requesting department)
 - Sign In/Out and Deployment equipment
 - Signs
 - Transportation shuttles for staff
 - Two-way radios (for supervisory, staff, dispatch and command center personnel) - Proposer shall agree to use the University's radio communications supplier or make available to the University, the radio frequency settings that will be used on event day, for the purposes of uniformed communication throughout the venue.
 - Vehicles/Carts/Bicycles
 - Wristbands
 - Other equipment as required
- 4.7.9 Proposer shall provide legible copies to the University, of all deployment maps and sign-in/out sheets during the event, as well as be prepared to provide these lists at the operations meeting that take place prior to the event.

- 4.7.10 Proposer shall provide the University with any draft event reports before the end of the event and a formal event report and a full cost report within 24 and 48 hours, respectively. (Reference section 4.5 for incident reporting)
- 4.7.11 Proposer must provide the University with any training manuals and any requested employee records.
- 4.7.12 Proposer must be able to provide up to sixty (60) CEIA magnetometers on a given day. Proposer must have the ability to provide more than sixty (60) at times. Proposer must provide staff that has been trained to operate the magnetometers. Proposer must provide staff that is trained to set-up/tear-down and properly operate all CEIA magnetometers on site owned by the University or by Proposer. Venues that use the magnetometers are Sun Devil Stadium, Wells Fargo Arena, Farrington Softball Stadium, Phoenix Municipal and Gammage Auditorium.
- 4.7.13 Proposer must meet all State and Federal employment guidelines.
- 4.7.14 Proposer shall provide services requested with 48-hours' notice, and to the best of their ability, provide services requested with less than a 48-hours' notice without assessing a penalty fee.
- 4.7.15 If awarded the contract, Proposer agrees to fully cooperate in the event of an investigation of a security nature that may be conducted by the University or any other authorized agency. This may require any or all of the Proposer's personnel to submit to appropriate inquiries and/or testing. The type, kind and timing of such testing shall be at the discretion of the investigating agency and shall cover any necessary evaluation of the physical condition, character assessment and/or involvement of personnel as related to the investigation.
- 4.7.16 Proposer shall disclose and provide the University, any documents pertaining to any 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 initial contract and annual renewals.
- 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.

5. EQUIPMENT SPECIFICATIONS

5.1 Scope of Work

The successful proposer(s) shall provide tent and event equipment rental. Items for rent shall include, but are not limited to: banner towers, port-a-cools, bike barricade, tables, table coverings and linens, chairs, lattice fencing, astro turf, décor, food service equipment and supplies as well as other items. The larger the inventory, the more sophisticated the staff, the history of promptness of delivery, set up, strike, pickup and return, the ability to accept last minute changes with no penalty, as well as accurate fast invoicing will be attributes of the successful proposer(s).

There may be multiple awards for the hundreds of regular events that require event equipment rentals.

All successful Proposers must have endorsable insurance. (See indemnification and insurance section for details.) **Proof of correct and signed indemnification and endorsable insurance must be submitted with your proposal.**

The hundreds of events that occur on the multiple campuses each come with their own unique qualities. Arizona State University's (ASU) academic, research, student, athletic and public events, and ancillary support operations, e.g., administrative services departments and student organizations, sponsor and manage a variety of special interest functions which are categorized as special events. ASU and each university department are responsible for ensuring special events are compliant with applicable federal, state, and local regulations as well as ensuring a safe event for staff and patrons. ASU Fire Marshal's Office (FMO) is responsible for inspecting, reviewing plans, and corresponding with each university sponsor as well as regulators to facilitate a safe compliant event.

The University Fire Marshal's Office (FMO) currently utilizes the International Fire Code 2018 Edition to develop permitted stipulations for Special Events and other codes and standards, and in some cases has the authority to be more stringent than the Fire Code Requires. See below for some basic requirements for Tents and Canopies, and other basic Special Event policies and procedures.

Below are requirements from the International Fire Code 2018 Edition on usage of tents and canopies:

1. Location and parking. Tents shall not be located within 20 feet of property lines, buildings, temporary membrane structures, other tents and canopies, parked vehicles or internal combustion engines. For the purpose of determining required distances, support ropes and guywires shall be considered as part of the temporary membrane structure, tent or canopy.

2. The sidewalls, drops and tops of tents and canopies must be composed of flameresistant material or treated with a flame retardant in approved manner. Floor coverings, bunting, combustible decorative materials and effects, including sawdust when used on floors or passageways, must be composed of flame-resistant material or shall be treated with a flame retardant in an approved manner.

3. Maximum occupant load for tents will be determined by ASU Fire Marshal's Office (FMO) and enforced by the event coordinator.

4. If occupancy capacity is 50 or more a minimum of 2 designated exits must be maintained.

5. ASU Fire Marshal or designee will determine fire extinguisher requirements.

6. Smoking in tents and canopies is prohibited as well as any other areas determined to be unsuitable to accommodate smoking. NO SMOKING signs shall be conspicuously

posted throughout and at every exit/entrance.

7. Unless otherwise approved—fireworks, open flames, and devices capable of igniting combustible materials shall not be used in or adjacent to tents or canopies.

8. Use of industrial trucks, forklifts, and any such type of equipment must be done so in accordance with federal regulations. All equipment must be inspected, repaired, and all personnel utilizing such equipment must be trained and authorized to use. Training, maintenance, and inspection records must be maintained for at least 3 years.

- 5.2 Any equipment or supplies, owned and being used by Proposer's personnel, must be removed from all University facilities by next business morning. The University is not responsible for Proposer's equipment or supplies.
- 5.3 Special Equipment

Outdoor cooking operations normally involves the use of propane gas and cooking grills/barbecue pits, which results in open flames. When using propane cylinders always inspect the connection lines for possible damage, which could result in leaks and never use or store them indoors. Here are some other requirements to consider when using special equipment:

1. All compressed gas cylinders must be clearly marked of the gas content with either the chemical name or the trade name of the gas in accordance of nationally recognized standards. All cylinders must be stored in an upright position and secured to a solid object at the top 1/3rd of the cylinder in a manner that will prevent damage to the cylinder as well as prevent cylinder from becoming a projectile. The securing device must be non-combustible. When cylinders are not in use, the protective cap must be installed hand tight. All cylinders must be compliant with a legible hydrostatic test date. For other requirements when using compressed gas cylinders refer to the ASU Compressed Gas Compliance Guideline.

2. Open flames and use of heat emitting devices must be used in a safe manner and, approved and permitted by the University Fire Marshal's Office (FMO). For cooking purpose, it must also be reviewed, inspected, and approved by Student Health. A person approved by the University Fire Marshal's Office (FMO) as a fire watch, must constantly attend open flames and any type of burning of materials. FMO will provide Permit Stipulations related to Open Flames for Events that are registered. For other requirements dealing with open flame operations contact the University Fire Marshal's Office (FMO), <u>asufire@asu.edu</u>.

3. Gas powered generators which uses 50 or more gallons of fuel must have either built in spill containment or other means of containing a potential spill. Generators must always be positioned away from pedestrian walkways and gathering points, including Building Air Intakes. Generators will not be refueled during Event Operational Hours. For permitting requirements and details contact the Fire Marshal's Office at <u>asufire@asu.edu</u>.

4. Extension cords may be authorized for temporary use for an event shall be Underwriters Laboratories (UL) or another approved testing agency certified and bear proof. Minimum requirements for extension cords—must be in good condition, be at least 16 gauge with a

ground (3 prong) and utilized in a manner that will not create any hazards or violate code.

- 5.4 The awarded proposer(s) is encouraged to meet with our Environmental Health and Safety department to review all Arizona State University special event requirements. Any proposer not wanting to follow the Arizona State University event guidelines are automatically disqualified from this RFP regardless of award status. If a proposer is selected as the contractor for an outdoor venue, that proposer is required to understand the restrictions of use that exist for these spaces. These spaces include, but are not limited to, Sun Devil Stadium, Wells Fargo Arena, Arboretum, Alberta B. Farrington Stadium, Phoenix Municipal Stadium, PERA Club, Packard Stadium and ASU Parking Lots.
- 5.5 In addition to any implied warranties, Proposer shall warrant that the goods furnished will conform to all Health and Safety Codes and the specifications, drawings, and descriptions listed herein, and to the sample or samples, if any furnished by the Proposer. In the event of a conflict between the goods delivered, the specifications, drawings, and descriptions, the specifications and the Code shall govern.
- 5.6 Subcontracting Equipment

Proposer shall charge SDA, rental events and events sponsored by SDA the Proposer's rate for all equipment not in Proposer's available inventory that requires subcontracting. SDA shall not be charged a markup price on any subcontracted equipment.

- 5.7 Delivery and Delivery Charges
 - Proposer must have key equipment managerial/supervisory staff on-site for load- in and strike at all events and rental events. Proposer shall work with the University representative to determine best set-up and strike day and time based on event timeline. The University and the requesting department shall be charged an event price verses a multi-day rental fee if set-up/strike does not occur on event day.
 - 2. The University and the requesting department will not accept multiple delivery fees per event. Proposer shall charge a single delivered price for an entire event.
 - 3. Proposer must prove the ability to accommodate late requests, last minute changes and/or additions at the contracted price with no late penalties being assessed.
 - 4. The University desires to pay one price for all delivery and pickup windows.
 - 5. The requesting department and the successful Proposer will meet prior to each football season and events to determine a mutually agreed upon limit on the number of labor hours to be charged for both set up and strike. During event planning, if projected hours for the event exceed the mutually agreed upon limit, Proposer must gain approval from the requesting department.
 - 6. Successful Proposer is to utilize company equipment verses University owned equipment for loading and unloading.
 - 7. Vehicular traffic is prohibited on all playing surfaces.

- 8. All event equipment shall be removed from all facilities and surrounding areas by the next business morning.
- 9. University owned equipment will not be used for any events unless directed by the University representative.
- 5.8 Equipment Storage

Should the University and the Proposer determine that on-site storage is mutually beneficial, the University will consider a storage proposal.

- 5.9 Equipment Maintenance
 - 1. Proposer must present evidence of preventative maintenance for all equipment to be provided for University events. The University reserves the right to request the maintenance of any equipment used at any University events.
 - 2. In the event of equipment failure, malfunction, etc. during a University event, Proposer must provide timely on-call service to either repair or replace original set equipment at Proposer's expense.
- 5.10 Equipment Requirements
 - 1. Proposer shall reference the following subsections of the Personnel Requirements and include in the submitted equipment proposal.
 - All of 4.1
 - **4**.3
 - 4.4.1
 - 4.4.2
 - **4**.5
 - **4.10**
 - 4.11.1
 - All of 5.4
 - **5**
 - 5.6.1
 - **5.6.3**
 - 5.6.5
 - **5.6.7**
 - 5.6.8
 - **5**.6.13
 - **5**.6.14
 - **5**.6.15
 - **5**.6.16
 - 2. Water

Proposer will provide a supply of water for their labor support as needed, or make arrangements to make water or other type of liquid, non-alcoholic refreshment, available.

3. Estimates

Proposer must provide pricing estimates within 24 hours of request.

6. EMERGENCY EVACUATION PLAN

It is the responsibility of the Proposer and the University Sponsor to ensure that an emergency evacuation plan (EP) is established and all personnel working the event are aware and familiar with the EP.

The successful Proposer will make the University the first choice client and assist in any activities as deemed necessary by the University to facilitate, with manpower and equipment, the emergency on the campus.

7. SPECIAL EVENT REQUIREMENTS

5.6.1 The awarded Proposer is encouraged to meet with the University's Environmental Health and Safety office to review all Arizona State University special event requirements. Any proposer not wanting to follow the Arizona State University event guidelines are automatically disqualified from this RFP regardless of award status. If a proposer is selected as the Proposer for an outdoor venue, that proposer is required to understand the restrictions of use that exist for these spaces. These spaces include, but are not limited to, Sun Devil Stadium, Wells Fargo Arena, Arboretum, Alberta B. Farrington Stadium, Phoenix Municipal Stadium, PERA Club, Papago Golf Course and ASU Parking Lots.

8. PAYMENT METHODS

A variety of payment methods must be acceptable. The University has adopted a Visa Card from JP Morgan Chase Bank as its Purchasing Card. The University is very interested in adopting electronic methods of ordering from suppliers and in making associated payments with its Purchasing Card. Please advise if your firm can accept payment with a Visa Card and describe what types of additional payment methods are available.

9. TECHNOLOGY

Proposer should list any new technological and enhanced operational ideas available within their company that is to the benefit of the University and this RFP.

10. VALUE ADD

Please provide a summary of any other value added services or programs which may contribute to the overall value of your proposal, including but not limited to:

- Training
- Industry partnerships
- Support of ASU's Charter and goals
- Support of Sustainable development, veterans' affairs, and initiatives in support of women, wellness, and our changing regional demographics
- Support and enhance of ASU's reputation as an innovative, foundational model for the New American University
- Commitment to provide significant financial and non-financial support for the University and its signature programs.

SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions the University is committed to buying goods and services from manufacturers and suppliers who share the University's environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

Proposer shall use environmentally preferable products, materials and companies where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products and companies that serve the same purpose. If two (2) products are equal in performance characteristics and the pricing is within 5%, the University will favor the more environmentally preferable product and company.

If you are citing environmentally preferred product claims, you must provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The University and the supplier may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the university's performance needs.

Unless otherwise specified, proposers and Proposers should use recycled paper and doublesided copying for the production of all printed and photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

Proposer shall minimize packaging and any packaging/packing materials that are provided must meet at least one of, and preferably all, of the following criteria:

Made from 100% post-consumer recycled materials Be recyclable Reusable Non-toxic Biodegradable

Further, proposer is expected to pick up packaging and either reuse it or recycle it. This is a requirement of the contract or purchase order.

SECTION VII – PROPOSER QUALIFICATIONS

The University is soliciting proposals from firms, which are in the business of providing services as listed in this Request for Proposal. Your proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

- 1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.
- 2. Financial Statements:

Option A. Proposers who have audited financial statements are to provide the following:

Audited financial statements for the three (3) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm's Name Confidential – Financial Statements

Option B. Proposers who might not have audited financial statements are to provide the following:

It is preferred that audited financial statements for the three (3) most recent available years be submitted. However, if not available, provide a copy of firm's three (3) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm's Name Confidential – Financial Statements

- 3. Proposer must submit a list of current clients including association with current clients based on Section 4.7.3.
- 4. The Proposer must include an organizational and staffing chart of those employees to be utilized in performance of this contract. Include detailed resumes of key supervisor and management personnel with at least three (3) years of experience similar to the duties they will be required to perform at Arizona State University.
- 5. Proposer to provide evidence of staffing capability of at least 600 personnel.
- 6. Proposer to provide a breakdown of contracted versus employed staff.
- 7. Proposer must complete and include the Proposer Questionnaire
- 8. Proposer must include copies of all requested documents, i.e. licenses, certificate of insurance, certifications of key personnel, etc.

9. Proposer must include samples of invoices and all reports mentioned in this RFP.

SECTION VII A – PROPOSER QUESTIONNAIRE

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

1. Name of Company/Person & Title Filling Out Questionnaire:

2. Address:		
3. Email Address:	Phone Number:	Fax Number:
	()//	()//
4. Is your Company a:		
CorporationPartnership	or Individually Owned? In wh	at state?
5. List names and titles of persons of a partners. Attach resumes of all perso		artnership, list all
6. Describe the types of services you p	rovide.	
7. How long has your organization beer	n in this type of business under y	our present name?

List former names, if any and dates operating under former names:

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

10. Are there any liens for labor or materials filed on any of your work?	
If so, submit brief details on a separate sheet of paper.	

11. List any jobs/contracts where your company has been dismissed or released from a contract due to non-performance or breach of contract.

SECTION VIII – EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

- 1. Management Qualifications & Responsiveness of Proposal (35%)
- 2. Demonstrated expertise of company/staff (15%)
- 3. Pricing Schedule (10%)
- 4. Audited Financial Statements (10%)
- 5. Risk Identification (10%)
- 6. Sustainability Efforts / Sustainability Questionnaire (10%)
- 7. Value Added Services. (5%)
- 8. Acknowledgement and acceptance of ASU Terms and Conditions (5%)

** Confidential and/or Proprietary Information must be submitted per the instructions in Section IV, item 9. Any watermarks, footnotes, or reference to Confidential and/or Proprietary throughout the submitted proposal will be disregarded as boilerplate markings.

SECTION IX - PRICING SCHEDULE

Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal.

The Financial proposal shall contain the complete financial offer made to the University. Any additional costs, fees, and expenses must be detailed in the proposer's proposal. Any additional expenses, not explicitly stated, will not be honored by ASU.

EXHIBIT B - MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

Please note the spreadsheet has multiple tabs – You may add tabs if you wish.

Security and Staffing positions: Please add any positions not included in this list.

Proposer to list straight time, overtime and holiday time for each position.

EQUIPMENT

SEE EXHIBIT B - EQUIPMENT LIST. Add pricing for each piece of equipment you can provide. An Excel sheet is available by contacting <u>karen.ashe@asu.edu</u>. Proposers to add equipment they carry if not included on these lists.

Proposers to list all delivery and pick up windows offered. It is the intent of the University not to pay additional fees for small/short windows.

The list must include any applicable costs, i.e., freight, delivery, setup, strike, pick up, return, fuel surcharge, environmental charges, tax example, off hour and or holiday delivery surcharges, definition of "off hour", or any other fee that may be tacked on to an invoice, etc.

Please provide daily rates at a minimum. Proposers are welcome to include longer rental times as an additional attachment.

Proposers must also include ASU percentage discount, if applicable, by the firm at the time of invoicing. Include when and how this discount is applied. Also, include discount if a specific dollar amount total is exceeded. Include when and how this discount is applied.

The Financial proposal shall contain the complete financial offer made to the University. Any additional costs, fees, and expenses must be detailed in the proposer's proposal. Any additional expenses, not explicitly stated, will not be honored by ASU.

TRAFFIC CONTROL EQUIPMENT

Provide itemized unit costs for all equipment and other fees/charges such as delivery and pick up.

SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

To facilitate direct comparisons, your proposal must be submitted in the following format:

- 1. **One (1)** clearly marked hardcopy "original" in 8.5" x 11" double-sided, non-binding form. No metal or plastic binding may use binder, folder, or clip for easy removal of proposal; and
- 2. **One (1) "single"** continuous electronic copy (**flash drive only**), PC readable, labeled and no passwords.
 - Any confidential and/or proprietary documents must be on a separate flash drive and labeled appropriately.
 - Proposer must check all flash drives before submitting. Company marketing materials should not be included unless the Request for Proposal specifically requests them. All photos must be compressed to small size formats.

Content of Submittal

If proposer fails to provide any of the following information, with the exception of the mandatory proposal certifications, the University may, at its sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

NOTE: EACH SECTION BELOW IS TO BE CLEARLY MARKED WITH ITS OWN TAB IN THE PROPOSAL. PAGE NUMBERS ARE ALSO TO BE USED.

The total length of Sections 1 through 3 below should not exceed 20 pages total (10 double-sided sheets) of text and graphics in single column format with a font size of no less than 10 point. Section dividers or blank pages do not count toward the page limitations. This limit excludes mandatory ASU Certifications and Forms. DO NOT INCLUDE MARKETING MATERIALS. Submit the following:

- 1. Mandatory certifications per Section XIII
- **2.** Detailed response to Section V Specifications/Scope of Work
- 3. Detailed response to Section VII Proposer Qualifications, include Proposer Questionnaire
- **4.** Pricing Schedule per Section IX
- 5. Financial Statements per Section VII
- 6. Risk Identification per Section II For purposes of this proposal, a risk is defined as a situation out of your control that will lead to challenges and problems within the service if not addressed and corrected immediately. Risks would be anything that would impact dollars,

time or customer satisfaction. ASU expects that you will be able to perform all tasks as outlined in the Technical Scope. We want you to identify risks that come from outside sources that will impact your ability to successful complete your service; you will also include a step-by-step response plan when/if any of these risks occur. These must be real-world risks that you as a supplier experience on the front lines. Reference **Exhibit E** for examples.

This section may not exceed 2 pages in length, using both sides of paper and proposer must use at least a 10pt font.

- 7. Indicate acceptance of University Terms & Conditions, Section XII
- **8.** Copies of all requested documents, i.e. licenses, certificate of insurance, certifications of key personnel, etc.
- **9.** Other information or resources offered as additional benefit to the University should award be made to your firm

** Confidential and/or Proprietary Information must be submitted per the instructions in Section IV, item 9. Any watermarks, footnotes, or reference to Confidential and/or Proprietary throughout the submitted proposal will be disregarded as boilerplate markings.

SECTION XI – PROPOSER INQUIRY FORM

SECTION XII – AGREEMENT - TERMS & CONDITIONS

ASU will issue an agreement for the goods and/or services awarded under this RFP. A Purchase Order will be issued for each event and will include a Scope of Work (SOW) agreed upon by the supplier and University representative. See **Exhibit F** for sample SOW. The parties to the agreement and Purchase Order will be bound by the ASU Terms and Conditions effective on the date of the PO. The ASU Terms and Conditions are available at https://www.asu.edu/purchasing/pdf/Stand_TsCs_Provisions.pdf. The specifications of this RFP will be included in the agreement. Insurance requirements are outlined within this RFP and will be included in any resulting Purchase Order Terms and Conditions. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non responsive and may be rejected.** All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.

ASU Terms and Conditions Amendment: Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S.35-393.01 (A)) is unenforceable and the State will take no action to enforce it. Offers will not be evaluated based on whether this certification has been made.

SECTION XIII - INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligation of Supplier, Supplier will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Supplier, its agents, representatives, employees or subcontractors, as described below.

These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. ASU does not warrant that these minimum limits are sufficient to protect Supplier from liabilities that might arise out of the performance of the work under the Agreement by Supplier, its agents, representatives, employees, or subcontractors. These insurance requirements may change if Supplier is a foreign entity, or with foreign insurance coverage.

These insurance requirements are based on the specific services being provided:

	1 1
Tent/Canopy Rental	\$5MM/\$5MM General Liability Standard Auto Liability Standard WC & Employers' Liability
Restroom and Suppliers Rental	Standard General Liability \$1MM Pollution Liability Standard Auto Liability Standard WC & Employers' Liability
Audio/Video Equipment Rental	Standard General Liability Standard Auto Liability Standard WC & Employers' Liability
Equipment Rental (tables, table coverings and linens, chairs, lattice fencing, astro turf, flooring, décor, food service equipment, etc)	Standard General Liability Standard Auto Liability Standard WC & Employers' Liability
Propane Gas or Grills/BBQs	\$4MM/\$4MM General Liability Standard Auto Liability Standard WC & Employers' Liability
Bartending Services/Suppliers	\$4MM/\$4MM General Liability \$4MM/\$4MM Liquor Liability Standard Auto Liability Standard WC & Employers' Liability
Food Service	Standard General Liability Standard Auto Liability Standard WC & Employers' Liability
Power Generators (including all power distribution options)	\$4MM/\$4MM General Liability Standard Auto Liability Standard WC & Employers' Liability
Light Towers	\$5MM/\$5MM General Liability Standard Auto Liability Standard WC & Employers' Liability
Golf Carts	Standard General Liability Standard Auto Liability Standard WC & Employers' Liability

Security (unarmed)	\$2MM/\$4MM General Liability Standard Auto Liability Standard WC & Employers' Liability \$1MM Crime/Fidelity Standard Professional E&O
Parking/Traffic Assistors	Standard General Liability Standard Auto Liability Standard WC & Employers' Liability
Inflatables/Bounce Houses	\$4MM/\$4MM General Liability Standard Auto Liability Standard WC & Employers' Liability
Carnival Rides	\$4MM/\$4MM General Liability Standard Auto Liability Standard WC & Employers' Liability
Communications Equipment	Standard General Liability Standard Auto Liability Standard WC & Employers' Liability
Event Management	\$5MM/\$5MM General Liability Standard Auto Liability Standard WC & Employers' Liability Standard Professional E&O

For General Liability and Automobile Liability, the following are required:

- Policy will include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Supplier."
- Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.

For Worker's Compensation and Employers' Liability, the following are required:

- Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.
- This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the <u>Sole Proprietor Waiver Form.</u>

Cancellation; Material Changes: Cancellation notices will be delivered to ASU in accordance with all policy provisions. Notices required in this Section must be sent directly to ASU Purchasing and Business Services, email <u>Insurance.certificates@asu.edu</u> or mail to PO Box 875212, Tempe, AZ, 85287-5212.

• Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-

admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. ASU in no way warrants that the above required minimum insurer rating is sufficient to protect Supplier from potential insurer insolvency. Self-Insurance may be accepted in lieu of or in combination with insurance coverage requested.

• Verification of Coverage: Each insurance policy required by the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the term of the Agreement. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, is a material breach of contract.

If requested by ASU, Supplier will furnish ASU with valid certificates of insurance. ASU's project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and ASU may require complete, certified copies of policies at the time of notice of any loss or claim.

- **Subcontractors.** Supplier's certificate(s) may include all subcontractors as insureds under its policies as required by the Agreement, or Supplier will furnish to ASU upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.
- **Approval.** These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in the Agreement will require the approval of ASU's Department of Risk and Emergency Management.

Fillable PDF versions of mandatory certifications are at: <u>https://cfo.asu.edu/business/do-business-asu</u> under the Formal Solicitations tab. ORIGINAL signatures are **REQUIRED** for either version.

CONFLICT OF INTEREST CERTIFICATION

(Date)

The undersigned certifies that to the best of his/her knowledge: (check only one)

- () There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.
- () The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

(Email address)	(Address)
(Signature required)	(Phone)
(Print name)	(Fax)

(Print title)

(Federal Taxpayer ID Number)

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Other Responsibility Matters (April 2010)

(Date)

In accordance with the Federal Acquisition Regulation, 52.209-5:

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—

(A) (check one) **Are ()** or **are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) (check one) **Have ()** or **have not ()**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) **Are ()** or **are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) (check one) **Have ()** or **have not ()** within a three-year period preceding this offer, been notified of any delinquent Federal <u>taxes</u> in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(ii) The Offeror (check one) **has ()** or **has not ()**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) (a) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or, person having primary management or supervisory responsibilities within a business entity (*e.g.,* general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) The Offeror shall provide immediate written notice to the University if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by University may render the Offeror nonresponsible. (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the University may terminate the contract resulting from this solicitation for default.

(Email address)	(Address)
(Signature required)	(Phone)
(Print name)	(Fax)
(Print title)	(Federal Taxpaver ID Number)

Rev. 02/12/19

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

(Date)

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the University; and

(3) Offeror will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(Email address)

(Signature required)

(Address)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

SUPPLIER SUSTAINABILITY QUESTIONNAIRE - SMALL COMPANY

Firm Name:

Date:

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods. Arizona State University's vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one of the following types of responses:

- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why. **Energy**

- 1. What is your firm doing to be energy efficient?
- 2. What plan is in place to reduce greenhouse gas emissions in the future?

Solid Waste

- 1. What is your firm doing to reduce waste to landfill?
- 2. What plan is in place to reduce waste to landfill generated in the future?

Water Waste

- 1. What is your firm doing to reduce water waste?
- 2. What plan is in place to reduce water waste in the future?

Packaging

- 1. What is your firm's plan to minimize packaging and/or describe your firm's packaging "Take Back" program?
- 2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
- 3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

Sustainability Practices

- 1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
- 2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
- 3. What are your firm's sustainable purchasing guidelines?
- 4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
- 5. List the sustainability related professional associations of which your firm is a member.
- 6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
- 7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?

- 8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
- 9. Name any third party certifications your firm has in regards to sustainable business practices?
- 10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community

- 1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
- 2. What educational programs does your firm have to develop employees?

SUPPLIER SUSTAINABILITY QUESTIONNAIRE - LARGE COMPANY

Firm Name:

Date:

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods. Arizona State University's vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one of the following types of responses:

- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why. **Energy**

- 1. What is your firm doing to be energy efficient?
- 2. What are your firm's annual greenhouse gas emissions in metric tons of carbon dioxide equivalent? (Enter total metric tons of CO2 equivalency [includes the following GHGs: CO2, CH4, N2), SF6, HFCs and PFCs])
- 3. What plan is in place to reduce greenhouse gas emissions in the future?

Solid Waste

- 1. What is your firm doing to reduce waste to landfill?
- 2. What is your firm's annual waste to landfill generated in metric tons? (Enter total metric tons)
- 3. What plan is in place to reduce waste to landfill generated in the future?

Water Waste

- 1. What is your firm doing to reduce water waste?
- 2. What is your firm's annual water waste in gallons? (Enter total gallons)
- 3. What plan is in place to reduce water waste in the future?

Packaging

1. What is your firm's plan to minimize packaging and/or describe your firm's packaging "Take Back" program?

- 2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
- 3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

Sustainability Practices

- 1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
- 2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
- 3. What are your firm's sustainable purchasing guidelines?
- 4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
- 5. List the sustainability related professional associations of which your firm is a member.
- 6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
- 7. Has an environmental life-cycle analysis of your firm's products been conducted by a certified testing organization?
- 8. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
- 9. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
- 10. Name any third party certifications your firm has in regards to sustainable business practices?
- 11. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community

- 1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
- 2. What educational programs does your firm have to develop employees?

If your firm is just beginning the sustainability journey, or is looking for tools and resources, here are some suggestions:

Energy

Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:

<u>http://www.ghgprotocol.org/calculation-tools</u>

Practice Green health provides basic information and tools for emissions as well:

• <u>https://practicegreenhealth.org/topics/energy-water-and-climate/climate/tracking-and-measuring-greenhouse-gas-emissions</u>

Solid Waste

The EPA's pre-built excel file to help measure and track your waste and recycling:

o <u>http://www.epa.gov/smm/wastewise/measure-progress.htm</u>

Greenbiz's comprehensive guide to reducing corporate waste:

<u>http://www.greenbiz.com/research/report/2004/03/09/business-guide-waste-reduction-and-recycling</u>

Water Waste

BSR's guide on how to establish your water usage:

o <u>http://www.bsr.org/reports/BSR_Water-Trends.pdf</u>

EPA information about conserving water:

o http://water.epa.gov/polwaste/nps/chap3.cfm

Packaging

Links to get you started on sustainable packaging:

- o http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm
- <u>http://sustainablepackaging.org/uploads/Documents/Definition%20of%20Sustainable%2</u>
 OPackaging.pdf

Sustainability Practices

Ideas for alternative transportation programs:

 <u>http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTranspProg</u> rams.pdf

The EPA environmentally preferable purchasing guidelines for suppliers:

o <u>http://www.epa.gov/epp/</u>

EPA life cycle assessment information:

o http://www.epa.gov/nrmrl/std/lca/lca.html

Green Seal green products & services:

 <u>http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductD</u> etail&cid=16

Ecologo cleaning and janitorial products:

o <u>http://www.ecologo.org/en/certifiedgreenproducts/category.asp?category_id=21</u>

EPA information on sustainable landscape management:

http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm

EXHIBIT A - SUN DEVIL ATHLETICS EVENT FACILITIES

Based primarily on pre-determined event needs, this project can include, but is not limited to, all portions of these facilities as well as any or all Sun Devil Athletics' (SDA) facilities. Other facilities may be removed or added at the discretion of the University.

- + Sun Devil Stadium (SDS): 55,000 plus seat stadium, 1-500 guards, 1-200 ushers, 1-100 ticket takers
- + Mona Plummer Aquatic Center: 2,000 seat center
- + Wells Fargo Arena: Wells Fargo Arena 14,000 plus seat arena, 1-100 guards, 1-50 ushers, 1-20 ticket takers
- + Verde Dickey Dome
- + Oceanside Ice Arena: 700 plus seat arena
- + Alberta B. Farrington Softball Stadium: 1,500 plus seat stadium
- + Sun Angel Track Stadium: 5,000 seats with space for an addtl. 4,000 seats with movable bleachers Arboretum
- + Whiteman Tennis Center: 1,200 seat center
- + Sun Devil Soccer/Lacrosse Stadium: 1,000 plus seat stadium

SDS Suite Complex Riches Wrestling Complex SDS West side Club Level SDS East Sideline Club Level Kajikawa Football Practice Field Carson Student Athlete Center

- + John Spini Gymnastics Center PERA Club
- + Weatherup Center
- + Phoenix Municipal Stadium: 8,700 plus seat stadium, 1-40 guards, 1-30 ushers, 1-25 ticket takers Sun Devil Performance Lawn

Camp Tontozona: 2,000, 1-40 guards, 1-15 ushers

- + Sun Devil Sports Performance
- + Papago Golf Course/Papago Golf Practice Facility
- + Verde Dickey Dome: 103,500 square foot dome Tempe Town Lake Grayhawk Golf Club Student Athlete Facility Band Field

+ For detailed information on locations on a majority of these facilities, visit the website: <u>https://thesundevils.com/facilities/</u>

EXHIBIT B – EQUIPMENT LIST AND SECURITY & STAFFING

An Excel sheet is available by contacting <u>karen.ashe@asu.edu</u>. Proposers to add equipment they carry if not included on these lists.

Generators (rates = /day)			
Only price items that are EXCLUSIVELY in your inventory!			
Please list any additional inventory items			
Company Name	1		
ITEM	Price/item	Age Verification	Notes
Generators			
~20 kW (Fuel is self contained)			
~36 kW (Fuel is self contained)			
~56 kW			
~60 kW			
~66kW (Fuel is self contained)			
~80 kW			
~100kW			
~120kW			
150kw			
176kw			
240kw			
320kw			
Power Distribution			
100A 3 phase disconnect			
3 phase Edison distro box			
4/0 feeder cable 50'			
4/0 feeder cable 100'			
4/0 feeder tails			
Spider distro box			
6/4 cable 50'			
6/4 cable 100'			
Cable Ramp (3' cable ramp)			
120V Edison Extension 50'			
120V Edison Extension 100'			
Fuel Rates			
Cost Per Gallon Filled Offsite			
Cost per gallon filled Onsite			
Fuel - Consumption Per Hour @ 75% (gal	ons/hour(hr)		
20 kW			
36 kW			
56 kW			
60 kW			

66 kW		
80 kW		
100 kW		
120 kW		
150 kW		
176 kW		
240 kW		
320 kW		
Site Lighting		
Portable Light Tower *not including fuel		
Solar Light Tower		
Portable worklight tree		
Charges and Fees		
Environmental Charge		
Labor and Setup (\$/hour)		
Delivery/Pickup Charge		
Fuel Bladders		
Refueling on site (\$/hour)		
Additional Inventory		

Tents

Only price items that are EXCLUSIVELY in your inventory! Please list any additional inventory items not already listed below

Company Name

ITEM	Price/item	Age Verification	Notes
Tents including balast, lighting,	fire and exiting		
package	_		
10x10 pop-up			
10x10 canopy			
15x15 canopy			
10x20 canopy			
20x20 canopy			
20x30 canopy			
8x10 sidewall			
8x20 sidewall			
sidewall per linear foot			
Tent Lighting			
Lighting for 10x10			
Lighting for 15x15			
Lighting for 10x20			
Lighting for 20x20			
Lighting for 20x30			

Delivery Set Up / Strike		
Delivery/Pickup		
Ballast		
Sandbag (additional)		
Concrete Block (~half ton)		
Jersey Barricade (2 ton+)		
Water Impact Barriers		
55 gal Water Barrel (on site fill)		
So gai water barrer (on site hil)		
Tent Conditioning		Please specify size
Small Tent A/C		
Large Tent A/C		
Small Tent Heat		
Large Tent Heat		
Evaporative Coolers		
Additional Frame Tents		
10x100		
10x75		
10x80		
10x90		
15x100		
20x100		
30x30		
30x40		
30x50		
30x60		
30x70		
30x80		
30x90		
30x100		
40x40		
40x50		
40x60		
40x70		
40x80		
40x90		
40x100		
Fastrack 062		
60ft		
60x40		
60x60		
60x80		
60x100		
80ft		
80x40		

80x60		
80x80		
80x100		
Loseberger		
20m		
20x20		
20x25		
20x30		
20x35		
20x40		
20x45		
20x50		
20x55		
20x60		
30m		
30x30		
30x35		
30x40		
30x45		
30x50		
30x55		
30x60		
Additional Inventory		

Temporary Food Service - EQUIPMENT ONLY				
Only price items that are EXCLUSIVELY in your inventory!				
Please list any additional inventory items	not already liste	d below		
Company Name				
ITEM	Price/item	Age Verification	Notes	
Food Carrier				
Medium hotbox				
Large hotbox				
Medium insulated carrier				
Large insulated carrier				
Serving				
Chiller tub				
8qt Chafing dish				
Sterno per can				
8qt Serving pan				
6qt Round Chafer				
Warming Lamp				
20" serving tray				
Site Needs				

Turf/ground cover 10x10		
Turf/ground cover 20x20		
Plywood for Turf Protection/Roads		
Delivery/ Pick Up		
Beverages		
5 gal water cooler		
10 gal water cooler		
5 gal insulated dispenser		
10 gal insulated dispenser		
Beverage tub small		
Beverage tub large		
Beverage trough		
Machines		
Popcorn		
Snocone		
Cotton Candy		
Carving Station		
Heat lamp		
Cutting board		
Food Service		
Refrigerator 23 cu. ft.		
Freezer reach in 23 cu. ft.		
Ovens - Stoves w/o Propane		
1 burner butane-tabletop		
Extra butane cartridges		
6 burner range		
Convection oven		
Fryer 35lb		
Barbecues & Grills w/o Propane		
24"X36" gas griddle on wheels		
33"x18" gas grill		
66"x18" gas grill		
60"x24" gas grill		
Griddle top (each)		
2'x5' charcoal grill		
Additional Inventory		

Site Equipment Only price items that are EXCLUSIVELY in your inventory! Please list any additional inventory items not already listed below

Company Name					
ITEM	Price/item	Age Verification	Notes		
Tables and Chairs			Specific all available colors if applicable		
6' Rectangle Table - Wood					
6' Rectangle Table - Plastic					
8' Rectangle Table - Wood					
8' Rectangle Table - Plastic					
6' Round - Wood					
6' Round - Plastic					
Half-Length 6' linen					
Half-Length 8' linen					
Half-Length 6' round linen					
Full-Length 6' linen					
Full-Length 8' linen					
Full-Length 6' round linen					
5' Umbrella with table					
High-top cocktail table					
High-top cocktail linen/skirt					
Market umbrella					
Plastic folding chair					
Barstool					
Padded chair					
Decorative wood chair					
Café plastic chair					
Miscellaneous					
Golf Cart					
ADA Golf Cart					
ADA Trailer					
Water Truck *client provide water					
Bullhorn					
Rope					
Flag Roping					
Trash Can					
Color Can Wrap (for					
Trash/Recycle)					
Fork Lifts					
Portable Sound System					
Pipe					
Drapery					
Flat Screen TV's (including cable					
hook up)					
Site Lighting					
Portable Light Tower *not including fuel					
Solar Light Tower		1			

Dortable worklight tree (in stude	
Portable worklight tree (include	
wattage)	
Staging and Dance Platforms	
Stage decking by section	
Stage Stairs with railing	
Stage ADA Ramp	
Stage handrail	
OSHA Rails	
Dance floor per section	
White & Black 3' x 4'	
Light Oak & Dark Oak 3' x 3'	
Red Carpet per roll	
Stanchion and chain/rope	
White Stanchions with chain	
Rope	
Chrome Stanchion	
Retractable Stanchion	
Royal Blue carpet	
Seating	Specify Size
Small bleacher	
Medium bleacher	
Site Cooling	Specify Size
Small EvapCo	
Large EvapCo	
Parking	
VMS Board	
Banner Towers	
Way Finding Signs	
Traffic Cones	
Trash Boxes	
Trash Box Liners	
Chalk	
Lining Equipment	
Measuring Tools	
Signage	
12" x 18"	
18" x 24"	
24" x 36"	
36" x 48"	
A-Frame Signage *includes	
graphics	
γιαριποσ	
Ballast	
Sandbag (additional)	

Concrete Block (~half ton)	
Jersey Barricade (2 ton+)	
Water Impact Barriers	
55 gal Water Barrel (on site fill)	
Scissor Lifts	
19' Electric	
19' Gas	
32' Electric	
32' Gas	
40' Electric	
40' Gas	
Additional Inventory	

Security and Staffing					
Company Name					
Position	Price/ P	erson		Notes	
Staffing	Straight Time	Overtime	Holiday Time		
Security Guard					
Security Supervisor					
Overnight Guard					
Overnight Supervisor					
Usher Supervisor					
Usher					
Ticket Taker					
Cart Driver					
Cart Supervisor					
Traffic Direction					
Traffic Sup					
Parking Attendant					
Money Taker					
Money Supervisor					
Parking Sup					
Site manual Labor					
Labor Sup					
Technical Labor					
Event Manager					
Command Center					
Leads					
Dispatch					
Cash Handlers					
ID Verification Security Guards					
Bike Patrol					
Money Management Fee					
Valet Service					

Admin. Fee			
Holiday Rates (list Holiday's			
Observed)			

Restrooms				
Only price items that are EXCLUSIVELY in your inventory!				
Please list any additional inventory items not				
Company Name				
ITEM	Price/item	Age Verification	Notes	
Restrooms				
Portable Restroom				
Handicap				
Handwashing Station				
Hand Sanitizer Station				
On Site Servicing - Monthly				
On Site Servicing - Per Event				
Delivery/Pickup				
Portable Restrooms delivery				
All other non-Portable Restrooms delivered at:				
Party Pleaser / trailer self-contained multiple	restroom (inc	luding hoses and e	extension	
cords)	•			
Event Retreat 2400				
Event Retreat 3200				
Event Retreat 3800				
Event Retreat Presidential				
3 Stall Mobile Restroom Suite				
6 stall Mobile Restroom Suite				
13 Stall Mobile Restroom Suite				
Restroom Attendant				
On Site Servicing				
Delivery and Pick Up				
On site servicing per unit				
On site servicing per trip				
On site pumping				
350 gallon holding tank				
351 gallon holding tank - SERVICE				
Additional Inventory				

Fencing

Only price items that are EXCLUSIVELY in your inventory! Please list any additional inventory items not already listed below PLEASE SPECIFY YOUR STANDARD SECTION SIZE FOR FENCING IN THE NOTES FIELD (eg. 6', 8', or 12')

Company Name			
ITEM (indicate length, width & height)	Price/item	Age Verification	Notes
Chain Link with ballast			
Chain Link PER SECTION			
Windscreen			
Delivery Setup and strike			
Bike Rack Barricade / Ped fencing			
Bike barricade/PF PER SECTION			
Delivery Setup and strike			
Decorative/Lattice			
White Lattice PER SECTION			
Delivery Setup and strike			
Concert Barricade			
Concert Barricade PER SECTION			
Delivery Setup and strike			
Additional Inventory			

EXHIBIT C – BAG POLICY AND PROHIBITED ITEMS

ASU Bag Policy

Approved Bags



Clear Bag No larger than 12" x 6" x 12"

Small

Clutch Bag

No larger than 4.5" x 6.5"



18

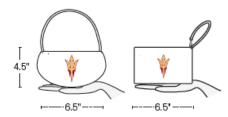
Plastic Storage Bag 1-Gallon resealable, clear

Seat Cushion

with Back

and Seat Cushion

No pockets, 18" or less in width



Non-Approved Bags



Backpack Solid or clear



Oversized Tote Bag



Tinted, Colored or Pattern Plastic Bag



Large Purse



Diaper Bag



Drawstring Bag Solid (clear permitted)



18"

Fanny Pack



Binoculars Case

X

Camera Bag



Mesh Bag Reusable grocery bag

For a complete list of prohibited items: www.TheSunDevils.com

- Sun Devil Athletics does NOT provide a check-in location for prohibited bags/items.
- Medical bags are permitted and subject to a thorough inspection.

Prohibited Items

For the safety and security of our guests, all prohibited items must be returned to the owner's vehicle or discarded prior to entry.

The following items are prohibited inside this ASU athletic venue and are causes for removal. No refunds:

- Soft or hard sided coolers, ice chests
- · Glass or metal containers
- Outside beverages
- Tortillas
- Use of tobacco products, including ecigarettes and smokeless cigarettes/tobacco
- Cameras with detachable lenses greater than 6" or video cameras
- Tripods, monopods, or selfie sticks for cameras/phones
- Full size strollers
- Backpacks, diaper bags and other similar bags
- Bikes, skateboards, scooters, hover boards, long boards
- Large golf umbrellas
- Pitchforks (wood, metal, plastic)
- Sticks, poles or similar objects that can be used as a weapon
- · Weapons of any kind
- Fireworks, drones or laser pointers
- Artificial noisemakers (example: air horns, thunderstix, musical instruments, cans filled with contents, whistles, cow bells or any other item used to make artificial noise)
- Pets/animals
- Balloons

Only the following items will be permitted upon entrance into this ASU athletic venue:

- Bags that are clear plastic, vinyl or PVC and do not exceed 12" x 6" x 12"
- One-gallon clear plastic freezer bag (Ziploc bag or similar)
- Small clutch bags (no larger than 4.5" x 6.5") with or without a handle or strap
- Medically necessary items after proper inspection at gates
- Factory sealed water bottles 51 oz. / 1.5 liters or smaller
- Empty non-disposable plastic
- Water bottles
- Small retractable umbrellas
- Umbrella strollers
- Service animals
- Seat cushions and chair backs must be 18" or less in width (no pockets, compartments, or covers)

EXHIBIT D - FACILITY RULES AND REGULATIONS

AGE REQUIREMENT

Children ages two (2) and under will be admitted free to the football games with a paid adult admission. Please note that this free admittance is only valid for a seat on an adult's lap. There is no required pass or ticket for this admittance.

ALCOHOL SALES

- All areas of Sun Devil Stadium offer beer and wine sales, except for the concessions behind the Inferno/student section in the south end zone.
- Consumption of alcohol is not permitted in the student section.
- Fans will have access to beer and wine 90 minutes before kickoff with sales concluding at the beginning of the third quarter.
- Ticket holders in the West Sideline Club areas will continue to have access to the stadium and beer and wine in the clubs and suites starting two hours prior to kickoff.
- Alcohol monitors exist throughout the stadium.

BAGS

Athletics has a CLEAR BAG POLICY at Sun Devil Stadium. This proactive measure will enhance safety inside and outside of the athletic venues and speed the security screening process for all fans. Reference **Exhibit C**.

The following bags are NOT allowed inside Sun Devil Stadium:

- Backpacks (solid or clear)
- Large purses
- Fanny packs
- Camera bags
- Oversized tote bags
- Diaper bags
- Binoculars case
- Mesh bag (reusable grocery bag)
- Tinted, colored or patterned bag
- Solid colored drawstring bag

The following bags ARE allowed inside Sun Devil Stadium:

- Bags that are clear plastic, vinyl, or PVC and do not exceed 12" x 6" x 12"
- One-gallon clear plastic freezer bag (Ziploc bag or similar)
- Small clutch bags (no larger than 4.5" x 6.5") with or without a handle or strap
- Seat Cushion & Seat Cushion with Back. (no pockets, 18" or less in width)

Please note there is not a check-in location for prohibited bags/items.

BANNERS/SIGNS

Sun Devil Stadium event management allows fans to bring banners and signs to the game, provided these items meet prescribed guidelines. Banners and signs cannot be hung over any existing signage, block the view of another guest, or contain any advertisements or profanities. Poles of any kind or size are not allowed into Sun Devil Stadium. Sun Devil Event Management reserves the right to confiscate any banner/sign.

CAMERAS/PHOTOGRAPHY

Fans are welcome to bring personal cameras less than 6" and do not have a detachable lenses into Sun Devil Stadium. However, flash photography, monopods, tripods and selfie-sticks are not permitted in the stadium. Professional photography/cameras are not allowed in the stadium without a media credential.

DRONES

Policy prohibits any drone use, except for the submitted and approved uses through the ASU Risk Management Department.

EMERGENCY PREPAREDNESS

- SEE SOMETHING SAY SOMETHING if you notice or become aware of any suspicious, concerning, or unusual activity both inside and outside the stadium please report the activity to the nearest event staff or police officer.
- During any emergency situation inside Sun Devil Stadium, please follow the directions of the PA announcer, event staff, and emergency responders
- Once you locate your seat, please locate the nearest exit and an alternate exit in case of an emergency
- Always have a pre-determined plan and location to meet your friends or family both inside and outside of the stadium in the case than an emergency situation occurs and you get separated from your group.

ENTRY & SCREENING PROCESS

All guests to Sun Devil Stadium – game day staff, students, ticketed guests, and credentialed individuals will be subject to screening before entering Sun Devil Stadium. Beginning this year, walk-thru metal detectors will be the primary means of screening. Any guest that is unable to use the walk-thru metal detectors will be screened using hand-held metal detectors and physical pat downs as an alternative option. Any guest to Sun Devil Stadium that does not consent to the screening process will be denied entry into the stadium.

All stadium gates will open 90 minutes prior to kickoff. Guests may enter/exit through the screened area freely. However, once a ticket is scanned and you enter the stadium, there will be NO RE-ENTRY back into Sun Devil Stadium upon exiting the stadium.

To ensure that guests are in their seats in time for kickoff, it is encouraged that fans make their way to the gates at least (1) hour prior to kickoff.

FAN CODE OF CONDUCT

All Sun Devil Stadium guests are expected to maintain reasonable and appropriate behavior at all times. Any behavior defying the code of conduct as determined by facility management can result in ejection and possible arrest. Ejected guests will not receive a refund for their tickets or be compensated in any way. Inappropriate behavior includes, but is not limited to:

- Throwing objects of any kind
- Demonstrating unruly behavior
- Attempting to enter the field of play
- Engaging in behavior that endangers the safety of student-athletes, coaches or officials or other guests
- Attempting to climb the goal posts

- Removing any property of Sun Devil Stadium or Frank Kush Field
- Taunting Public Safety Officials
- Any threatening, vulgar, abusive, racist, sexist, or demeaning remarks or gestures directed towards the coaches, student-athletes, fans, staff and game officials. Threats include statements, actions and behaviors that could reasonably be foreseen as having a purpose to inflict physical harm, even if the person making the threat doesn't have the ability to carry out the threat.
- Guests should sit only in their ticketed seats and show their tickets when requested

Athletics event management reserves the right to deny entry or eject from the facility guests displaying inappropriate behavior, as determined by facility/event management. Students attending Athletic events are expected to adhere to the Arizona Board of Regents (ABOR) Code of Conduct. Failure to follow the ABOR Code of Conduct may result in ejection from the premises and disciplinary action through Student Judicial Affairs. The ABOR Student Code of conduct can be viewed at: https://public.azregents.edu/Policy%20Manual/5-308-Student%20Code%20of%20Conduct.pdf .

PROHIBITED ITEMS

For the safety and security of our guests, all prohibited items must be returned to the owner's vehicle or discarded prior to entry.

The following items are prohibited inside Sun Devil Stadium and are causes for removal. No refunds:

- Soft or hard sided coolers, ice chests
- Glass or metal containers
- Outside beverages
- Tortillas
- Balloons
- Use of tobacco products, including e-cigarettes and smokeless cigarettes/tobacco
- Cameras with detachable lenses greater than 6" or video cameras
- Tripods, monopods, or selfie sticks for cameras/phones
- Full size strollers
- Backpacks, diaper bags, and other similar bags
- Bikes, skateboards, scooters, hover boards, longboards
- Large golf umbrellas
- Pitchforks (metal, wood, plastic)
- Sticks, poles, or similar objects that can be used as a weapon
- Weapons of any kind
- Fireworks, drones, or laser pointers
- Artificial noisemakers (example: air horns, thunderstix, musical instruments, cans filled with contents, whistles, cow bells, or any other item used to make artificial noise
- Pets/animals

*Please note that this list is not inclusive, as other items may not be allowed

RE-ENTRY

For the safety and security of all guests to Sun Devil Stadium, re-entry will NO longer be permitted at Sun Devil Stadium. Once a ticket is scanned at the gates, guests may no longer exit and re-enter Sun Devil Stadium.

In the event of any severe weather or emergency situation that requires an evacuation of Sun Devil Stadium. Guest will be permitted to re-enter the stadium with a valid ticket stub. All guest will be subject to the screening process upon re-entering Sun Devil Stadium.

RE-SALE OF TICKETS

Resale of event tickets, regardless of price, is prohibited at Sun Devil Stadium. Fans that purchase tickets from someone other than the Sun Devil Ticket Office do so at their own risk and those tickets could be counterfeit. ASU is not responsible for and will not provide a replacement or refund of any kind for invalid tickets purchased through a secondary ticket provider.

SERVICE ANIMALS

Sun Devil Stadium welcomes service animals utilized by guests with disabilities. Guide dogs, signal dogs, or other animals individually trained to do work or perform tasks for the benefit of an individual with a disability may enter the stadium with that individual.

Please click on the link for more information: https://www.asu.edu/aad/manuals/ssm/ssm701-06.html

SMOKING

Also see Tobacco Free. The use of tobacco products, including e-cigarettes and smokeless cigarettes/tobacco is prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the university.

TAILGATING

ASU has policies and procedures in place in order for our patrons to have a great atmosphere inside and outside of Sun Devil Stadium for home football games. All persons entering the tailgating areas are subject to the restrictions and requirements listed below as well as the Arizona Board of Regents and Arizona State University rules and regulations, and the laws of the State of Arizona. Athletics may revoke the parking pass and eject or refuse entry to persons for violation of these rules, for disruptive behavior, illegal activity, or other misconduct detrimental to the tailgating environment. No refunds will be issued. You are responsible for yourself and for any of your guests. If your guests violate policy, your parking privileges/pass may be revoked without refund. ASU Students and Employees must adhere to university standards of conduct. Failure to do so may result in disciplinary action.

Tailgating restrictions and requirements include:

Alcohol:

- No one under the age of 21 is allowed to consume alcoholic beverages.
- Tailgaters may not provide alcohol to persons under the age of 21 or to an intoxicated or disorderly person. Individuals are also subject to criminal charges and civil liability.
- Alcoholic beverages are limited to beer and wine. No spirituous liquor or other alcoholic beverages are allowed.
- No public intoxication or disorderly conduct.
- No glass containers or bottles are allowed in parking lots/structures.
- No kegs or common source of alcohol are permitted.

- Drinking apparatuses, including but not limited to beer bongs are not permitted.
- No drinking games or activities that encourage reckless consumption of alcoholic beverages, including but not limited to beer pong, shot gunning, and flip cup.

Parking Lots/Spaces:

- Parking lots near Sun Devil Stadium, (Lot 1, Lot 3, Lot 4, Lot 6, Packard Drive Structure, Stadium Structure, Gold Lot, Fulton Lot, Disabled Lot, North Reserved, South Reserved, Tennis Reserved, RV Alpha Drive, RV University Center and Lot 8) open 5 hours prior to kickoff; all other ASU lots and structures open 3.5 hours prior to kickoff.
- One space per vehicle, per pass is allowed. For corporate or tailgate parties of 20 or more, please contact us at sparkycares@asu.edu.
- No saving parking spaces for others.
- No open flames or charcoal grills are allowed; please use only propane gas grills in lots. In parking structures, grilling is only allowed on the top level (roof).
- Generators, which meet ASU Fire Marshal requirements, must be placed in nonconfined, well-ventilated areas. (see requirements, thesundevils.com/parking central)
- Tailgaters may not provide unregulated bathroom facilities or Port-a-Johns. ASU provides approved bathroom facilities in designated pass lots.
- For the safety of our guests and fans, the use of golf carts, scooters, gators, Pedi cabs, and other modes of transportation, for either personal or proprietary reasons, are strictly prohibited in the parking lots or streets surrounding Sun Devil Stadium. This restriction is not intended to limit or redirect use of mobility devices by individuals with disabilities.
- All designated tailgate areas must be cleared within one (1) hour after the conclusion of the game.
- Vehicles pulling trailers will be directed to the RV parking lot.

ASU encourages its fans to tailgate in a responsible manner – respectful of the campus and respectful of other Sun Devil fans and fans from visiting schools.

TOBACCO FREE

ASU recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. ASU is among over 1,000 colleges and universities that are 100% tobacco-free, and among over 1,500 colleges and universities that are 100% smoke free.

As of Aug. 1, 2013, the use of tobacco products, including e-cigarettes and smokeless cigarettes/tobacco is prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the university. In order to protect students, faculty, staff and visitors from the health hazards of secondhand smoke.

EXHIBIT E – RISK ASSESSMENT EXAMPLES

- RiskSupplier PlanImpact1-2 hours prior to a
large event you discover
50% of your staff will not
be available.1. Where will the extra staff
come from?What will ASU need to do or
will be responsible for?2. How will training be handled?
3. How will the background and
fingerprint requirements be
handled?What will ASU need to do or
will be responsible for?
- 1. Risk related to the provision of services to the University.

2. Risk related to the provisions of equipment to the University.

Risk	Supplier Plan	Impact
Damage to equipment from misuse, i.e., vandalism, sabotage, etc.	 What is the first step? Will a replacement be available immediately? How will the cost be assessed? 	What will ASU be responsible for?

EXHIBIT F – SAMPLE SCOPE OF WORK (SOW)

Statement of Work (SOW) # _____

Vendor or Contractor:

SERVICES:

DELIVERABLES:

TIMELINES:

FEES:

Date: _____

Terms and Conditions for this SOW are governed by the ASU Purchase Order (PO) under which it is issued.