REQUEST FOR PROPOSAL
MULTI-PURPOSE SPORTS ARENA PROJECT
RFP 021901
DUE: 3:00 P.M., MST, 07/17/19

<table>
<thead>
<tr>
<th>Description</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time and Date of Pre-Proposal Conference</td>
<td>11:30 A.M., MST, 06/11/19</td>
</tr>
<tr>
<td>Deadline for Inquiries</td>
<td>3:00 P.M., MST, 06/14/19</td>
</tr>
<tr>
<td>Time and Date Set for Closing</td>
<td>3:00 P.M., MST, 07/17/19</td>
</tr>
</tbody>
</table>
TABLE OF CONTENTS

SECTION I – REQUEST FOR PROPOSAL ................................................................. 3
SECTION II – PURPOSE OF THE RFP ................................................................ 4
SECTION III – PRE-PROPOSAL CONFERENCE .................................................. 6
SECTION IV – INSTRUCTIONS TO PROPOSERS ............................................. 7
SECTION V – SPECIFICATIONS/SCOPE OF WORK ......................................... 11
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS ......... 13
SECTION VII – PROPOSER QUALIFICATIONS .................................................... 14
SECTION VIII – EVALUATION CRITERIA ............................................................ 16
SECTION IX – PRICING SCHEDULE ................................................................. 17
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS .......................... 18
SECTION XI – PROPOSER INQUIRY FORM ...................................................... 19
SECTION XII – AGREEMENT - TERMS & CONDITIONS .................................... 20
SECTION XIII – MANDATORY CERTIFICATIONS .......................................... 25
SECTION I – REQUEST FOR PROPOSAL

RFP 021901

Arizona State University is requesting sealed proposals from qualified companies or individuals for a new Multi-Purpose Sports Arena.

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, 07/17/19 at which time a representative of Purchasing and Business Services will announce publicly the names of those companies 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

_________________________
Stacie Malekooti
Associate Director
SECTION II – PURPOSE OF THE RFP

1. INTENT

Arizona State University ("University") through its Department of Athletics ("Sun Devil Athletics") and in conjunction with the Novus Innovation Corridor project ("Novus") is soliciting qualified companies interested in entering into a long-term ground lease to provide funding, development, and operation services ("Services") relating to a multi-purpose arena and supporting spaces ("New Arena"), which Services are more specifically described in Section V (Specifications/Scope of Work) of this Request for Proposal ("RFP").

Companies are cautioned to read the information contained in this Request carefully and to submit a complete response to all applicable requirements and questions as, and only if, directed in this Request.

2. BACKGROUND INFORMATION

On November 18, 2014, Sun Devil Athletics elevated men’s ice hockey to NCAA Division I status becoming the nation’s 60th college hockey program and one of only two ice hockey programs in the Sun Belt. Greg Powers was named the Division I program’s first head coach after seven years at the helm of the ASU club program, which included leading the program to its first ACHA National Championship in 2014. In 2019, ASU became the fastest start-up Division I program to qualify for the NCAA’s 16-team Ice Hockey Tournament. The team finished 21-13-1, ranking them No. 10 in the final Pairwise rankings of the season. ASU is the lone Independent team in college hockey and has not had a conference affiliation since inception due primarily to the lack of a suitable Division I ice hockey facility. The Sun Devils currently play all home games off campus: the majority of which to sold-out crowds at Oceanside Ice Arena with a few games played each year at Glendale’s Gila River Arena, home of the NHL's Arizona Coyotes.

ASU is setting aside up to 10 acres in the Novus Innovation Corridor for the development of a multi-purpose arena and supporting spaces. The land acreage used for the proposed project will be subject to the Novus economic model and design approval process.

The Novus Innovation Corridor is a powerful expression of the adaptive capacity of innovation. By creating a place of opportunity for the continuous introduction of new ideas, technologies and methodologies, Novus Innovation Corridor will become the central point in a region already brimming with possibility.
Throughout Novus Innovation Corridor, enhanced sports facilities will push the boundaries of performance, health and wellness. With ASU as both its foundation and engine, Novus Innovation Corridor is designed with a competitive edge – integration of world-class facilities and world-changing technologies that dare us to push harder, achieve more, and experience excellence. Not simply an athletic destination, Novus Innovation Corridor serves as a premier entertainment destination, with multiple stadium venues, sports facilities, open spaces and walkable connections, all enhanced by new, adaptive technology. Concerts, performances, competitions, training, and straight-up fun will all happen at Novus Innovation Corridor.

Novus Innovation Corridor expands upon ASU’s leadership and commitment to smart city technologies and sustainability, making this new urban environment responsive to shifts in the global market. No empty promise, ASU is already the nation’s leader among universities in sustainable design, incorporating nearly 90 solar power systems into the campus landscape that generate enough power to serve more than 10,000 homes each year. With the world watching, Novus Innovation Corridor is committed to implementing best solutions in transportation, resource and utility usage, responsible waste management and more.

Global, strategic alliances – scalable, multi-disciplinary and visionary – are essential to the DNA of Novus Innovation Corridor. Understanding that smart partnerships catalyze a culture of educational, commercial and social innovation, Novus Innovation Corridor is dedicated to bringing companies, organizations and ideas together in ways that address the challenges of a rapidly changing world.

More information about Novus is located at Novus at ASU

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.


3. **TERM OF CONTRACT**

Arizona State University is open to negotiating the term of a ground lease agreement to maximize the value of the contract to ASU. ASU’s preference is a ground lease agreement which does not exceed a 40 year term.
SECTION III – PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11:30 A.M., MST, 06/11/19 via Zoom

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.

To participate in the pre-proposal conference complete the following:

1. **Register by 5:00 p.m. on Friday, June, 7th 2019**, for the event by sending an email of participants to stacie.malekooti@asu.edu Include the following information:
   a. First and Last Name
   b. Company
   c. Title
   d. Email address
   e. Phone Number

2. On the day of the conference registered users will be emailed a link and a passcode to enter the virtual room.
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 **one hundred twenty (120) days** 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. 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:

   Stacie Malekooti  
   Purchasing and Business Services  
   University Services Building  
   Arizona State University  
   PO Box 875212  
   Tempe, AZ 85287-5212

   Tel: 480-965-8860  
   E-mail: stacie.malekooti@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.

20. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.

21. 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.
22. 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.

23. 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](http://www.epeat.net) on the Web.

24. 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.

25. **Corporate and Social Responsibility, and Value Added Services**

ASU expects providers to be committed to corporate and social responsibility to effect real, positive change that considers ASU’s inclusive, sustainable, and innovative commitments to community. 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, internships, ambassador programs, and integration into the labor force
- Industry partnerships
- Support of ASU’s charter and goals
- Support of sustainable development, veteran’s affairs, initiatives in support of women, wellness, and our changing regional demographics
- Support and enhancement 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 V – SPECIFICATIONS/SCOPE OF WORK

The University is seeking qualified companies to participate in the funding of all or a substantial portion of the costs and expenses to develop and construct the New Arena and to participate in the creation of a Sports and Entertainment Zone (“Zone”). The University is seeking creative approaches to this development, which would showcase the Men’s Hockey program as well as other University sports programs. The University is open to all creative solutions for the development and construction of the New Arena, as well as, the operation of the New Arena following completion. As currently envisioned, the New Arena will, at a minimum, provide an intimate and state-of-the-art venue to serve as the home for the University Hockey Program. In addition, proposals for the New Arena should describe how the following guidelines will be accomplished:

1. Create a best-in-class multi-purpose arena and shopping spaces that are flexible, functional, efficient, cost effective and sustainable.

2. Provide for the design, permitting, development, and construction of the New Arena with minimal University financial participation.

3. Include all of the necessary improvements to serve as the home arena for the ASU hockey programs (both for games and practices) and include at a minimum:
   - 5,000 spectator seating
   - Seven (7) total locker rooms, including one (1) home team suite (for 30 players)
   - Six (6) auxiliary locker rooms
   - Amenities including merchandise and concessions that are on par with other best-in-class NCAA arenas of similar size.
   - Projected opening for the 2022-2023 hockey season.

4. ASU is setting aside up to 10 acres in the Novus Innovation Corridor for the development of a multi-purpose arena and supporting spaces. The land acreage used for the proposed project will be subject to the Novus economic model and design approval process.

5. Within the multi-purpose arena, ASU shall have the non-exclusive use of a 5,000+/- seat venue hockey and other university and athletic practices and games.

6. Solutions may include revenue sharing agreements or other forms of revenue creation.

7. The proposed project must be accretive to the overall Novus master plan by bringing year-round activity and uses. Novus at ASU

8. Provide next generation technology solutions such as, building security systems, video, audio, customer engagement, payment processing, etc.
The University understands that additional development, other than the New Arena may take place in the Zone, which could generate revenues to pay for the New Arena. Proposals should set forth the intended use of the Zone in addition to the new Arena. Guidelines are:

9. The land acreage used for the proposed project will be subject to the Novus economic model of an up-front one-time land lease payment and annual property tax equivalent payments.

10. Solutions may include using the New Arena or other improvements within the Zone for non-ASU related entertainment or sporting events, such as music concerts. Proposals should discuss how revenue from such events would be shared with the University.

11. The proposed project must be consistent with the overall Novus master plan by bringing year-round activity and uses.

12. The proposed Zone must include both the New Arena, and may include other sports, hospitality and entertainment uses, such as retail and restaurant(s), but should not include other uses, such as residential housing and speculative office space.

13. Provide a brief business plan which includes the following:
   - Proposer’s overall vision
   - Anticipated primary uses and markets
   - Proposed financing types and sources
   - Development phasing
   - Proposed involvement of the University and other stakeholders
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.

Since July 2006, ASU has completed 32 certified LEED projects which are comprised of 53 buildings. Total LEED building GSF is 4,909,905 or 18.4 percent of the total ASU GSF 26,651,756. Following a 2005 order by the governor of Arizona, ASU now requires that all new construction of university-owned and operated buildings, be Climate Neutral, as well as, Leadership in Energy and Environmental Design Silver certification.

Sustainable Design Guidelines:
The ASU Sustainable Design Guidelines complement the LEED (Leadership in Energy and Environmental Design) certification guidelines. Design Professionals and Contractors shall incorporate the guidelines into their projects, to the greatest extent possible. The ASU Office of the University Architect (OUA) and the Sustainable Design Advisory Committee (SDAC) will review all projects for compliance with the guidelines and work with the project team to maximize sustainability opportunities.
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.

- The proposer shall present evidence that the firm or its officers have experience developing other projects similar to the size and scope of this RFP.

- Provide reasonable evidence of financial viability of both the proposer and the overall project. This could include audited financial statements, corporate or personal guarantees, credit information/references, and/or other supporting assets. The Proposals should demonstrate a financial capability: (1) to contribute to the cost of development and construction of the New Arena Project and (2) to perform the ongoing Services following completion of construction of the New Arena Project.

- Provide a brief history of experience with developing and/or operating best-in-class projects of the scope described in Section V, Scope of Work. Proposer is encouraged to demonstrate having experience with comparable large-scale development and similar sports / entertainment projects as well as similar, successful university projects.

- Provide a description of qualifications that demonstrate extensive industry experience in operating ice rinks and developing community/youth leagues and programs, if submitting a proposal for venue operations. Include examples.

- Provide customer reference list of no less than three (3) organizations with which the proposer currently has contracts and/or to which proposer has previously provided services of a type and scope (in whole or in part) similar to the Services in Section V, Scope of Work. The reference list should include:
  - Name of customer
  - Name of contact
  - Telephone number
  - Project description
  - Length of business relationship
  - Description of services provided by proposer

- Provide details of all past or pending litigations or claims (if any) filed against proposer that would affect its performance under any contract or agreement resulting from this Request.

- Provide the pertinent date(s), details, and circumstances in connection with any default on any loan agreement or financing agreement with any bank, financial institution, or other entity, together with the current prospects for resolution of any such default.

- The proposer must provide details if their company, or any member of their company, has been declared in default, suspended, terminated or removed from a contract or job related
to the services their company provides in the regular course of business within the last five (5) years. If so, please explain how it was handled.

- Provide an organizational chart that identifies key members and their area of expertise, specific roles / responsibilities.

- Provide a brief description of key members’ experiences and qualifications. Note: any replacements / changes to staff or organizational structure must be presented and approved by ASU prior to any award.

- Describe prior experience in the development of NCAA intercollegiate arenas, if any.

- Describe experience designing innovative, sustainable facilities that have achieved LEED certification.

- Describe prior experience with utility and infrastructure challenges on a large scale development, building or athletic facilities.

- Describe prior experience designing large buildings in a dense, urban campus environment.
SECTION VIII – EVALUATION CRITERIA

Proposals will be evaluated on the following criteria:

- Response to Section V, Scope of Work (30%)
- Response to Section VII, Qualifications (30%)
- Response to Section IX, Financial Consideration (30%)
- Response to Section IV, item 29: Corporate and Social Responsibility, and Value Added Services (5%)
- Sustainability Efforts (5%)

The Award shall be made to the Responsive and Responsible Proposers whose Proposal is determined to be the most advantageous to a University, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria may be used in the evaluation.

In the event the top ranked Proposer does not execute an agreement with the University, the University will negotiate with the next ranked responsive responsible Proposer.

The successful Proposer will be required to execute an agreement with the University and complete all paperwork necessary.
SECTION IX – FINANCIAL MODEL

Proposer shall submit a detailed financial model to include all aspects of providing the New Arena associated with this Request for Proposal.
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.

3. Any confidential and/or proprietary documents must be on a separate flash drive and labeled appropriately.

4. 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.

1. Mandatory certifications and Substitute W-9 as per Section XIII

2. Response to Section V, Scope of Work

3. Response to Section VII, Qualifications

4. Response to Section IX, Financial Model

5. Response to Section IV item 29, Corporate and Social Responsibility, and Value Added Services

6. Sustainability Efforts

7. Acknowledgment and acceptance of ASU Terms and Conditions. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.

**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

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: MULTI-PURPOSE SPORTS ARENA PROJECT

PROPOSAL NUMBER: RFP 021901

INQUIRY DEADLINE: 3:00 P.M., MST, 06/14/19

QUESTIONS ON: ORIGINAL PROPOSAL or ADDENDUM NO.

DATE:

WRITER:

COMPANY:

E-MAIL ADDRESS:

PHONE: FAX:

QUESTIONS:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
To the extent any provisions of the foregoing contract with the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University ("ASU") conflict with any of the provisions of this Exhibit, the provisions of this Exhibit will control. References to this "Agreement" include the foregoing contract and this Exhibit. All provisions of this Agreement that anticipate performance after the termination of this Agreement, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of this Agreement.

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.

1. **Nondiscrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

2. **Conflict of Interest.** If within three (3) years after the execution of this Agreement, Entity hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes ("A.R.S.") § 38-511.

3. **Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to A.R.S. § 12-133. A.R.S. § 12-1518 requires this provision in all ASU contracts.

4. **Dispute Resolution.** If a dispute arises under this Agreement, the parties will exhaust all applicable administrative remedies under Arizona Board of Regents Policy 3-809.

5. **Records.** To the extent required by A.R.S. § 35-214, the non-ASU parties to this Agreement (jointly and severally, "Entity") will retain all records relating to this Agreement. Entity will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for five (5) years after the completion of this Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Entity.

6. **Failure of Legislature to Appropriate.** In accordance with A.R.S. § 35-154, if ASU’s performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Entity and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

7. **Weapons, Explosives, and Fireworks.** ASU's Weapons, Explosives, and Fireworks Policy (located at http://www.asu.edu/aad/manuals/pdp/pdp201-05.html) prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated entities, in all ASU residential facilities (whether managed by ASU or
another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in A.R.S. § 12-781, or unless written permission is given by ASU’s Police Chief or a designated representative. Entity will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of Entity of this policy, and Entity will enforce this policy against all such persons and entities.

8. **Confidentiality.** ASU, as a public institution, is subject to A.R.S. §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

9. **Indemnification and Liability Limitations.** Because ASU is a public institution, any indemnification, liability limitation, releases, or hold harmless provisions are limited as required by Arizona law, including Article 9, Sections 5 and 7 of the Arizona Constitution and A.R.S. §§ 35-154 and 41-621. ASU’s liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.

10. **Indemnification by Entity.** Entity will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents, and employees (collectively, “Indemninee”) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by: (i) the negligent or willful acts or omissions of Entity, or any of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors (the "Entity Parties"); (ii) a breach of this Agreement; or (iii) failure to comply with any applicable law, rule, or regulation. Entity will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

11. **Advertising, Publicity, Names, and Marks.** Entity will not do any of the following, without, in each case, ASU’s prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU ("ASU Marks") for any reason, including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU’s requirements, including using the ® indication of a registered mark.

12. **Authorized Presence Requirements.** As required by A.R.S. § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the e-verify program). Entity warrants that it and its subcontractors comply fully with all applicable immigration laws, rules, and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of this warranty will be a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

13. **Tobacco-Free University.** ASU is tobacco-free. For details visit asu.edu/tobaccofree.
14. **Information Technology.** Entity, at Entity's cost, will acquire, maintain, and use only its own information technology services, including a private network, hardware, software, and voice, data and internet access ("Technology Services"). Entity’s Technology Services will be separate from ASU’s Technology Services.

15. **Americans with Disabilities Act and Rehabilitation Act.** Entity will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time ("ADA Laws").

16. **Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance.** Entity warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Entity’s work under this Agreement, Entity will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of this Agreement.

17. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU’s obligations are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.

18. **Essence of Time.** Time is of the essence in the performance of this Agreement.

********
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.

The insurance requirements are minimum requirements. ASU may require that the insurance coverages be modified during terms of the agreement.

Minimum Scope and Limits of Insurance: Supplier’s insurance coverage will be primary insurance with respect to all other available sources. Supplier will provide coverage with limits of liability not less than those stated below:

☐ General Liability - $10 million per occurrence, which may be satisfied by any combination of primary, or following form secondary insurance.

The policy shall include coverage for:

- Bodily injury
- Blanket broad form property damage (including completed operations)
- Personal and advertising injury
- Blanket broad form contractual liability
- Fire and legal liability coverage
- Medical expense coverage
- Developer shall maintain products and completed operations and hazard coverage applicable to the work for a period of two years past the actual completion of construction of all improvements

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.

☐ Automobile Liability. If Supplier will be driving on ASU campus or on ASU business the following section will apply: Policy will include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of the Agreement in the following amounts. If Supplier is not an individual then minimum coverage will be a combined single limit of $2,000,000 and a minimum of $5,000,000 aggregate which can be satisfied with excess or umbrella following form policy. If Supplier is an individual then coverage will be $100,000 per person, $300,000 per accident, and $50,000 property damage.

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, involving vehicles owned, leased, hired, or borrowed by 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.
Policy will contain a severability of interest provision.

- **Worker’s Compensation and Employers’ Liability.** Applicable statutory limits, as amended from time to time.
  - Employer’s Liability in the amount of $1,000,000 injury and disease.
  - 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 **Sole Proprietor Waiver Form**.

- **Additional Insurance Requirements**
  - Professional Services minimum of $2,000,000 per claim
  - Contractor’s Pollution Liability minimum of $5,000,000 per claim
  - Builders Risk Insurance minimum cover to include materials, fixtures/equipment and soft costs for building construction

**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 **Insurance.certificates@asu.edu** 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.
SECTION XIII – MANDATORY CERTIFICATIONS

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

CONFLICT OF INTEREST CERTIFICATION

____________________                  ______________________
(Date)                                      (Signature required)

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 taxes 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 Taxpayer ID Number)
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)

_____________________
(Address)

_____________________
(Signature required)

_____________________
(Phone)

_____________________
(Print name)

_____________________
(Fax)

_____________________
(Print title)

_____________________
(Federal Taxpayer ID Number)