REQUEST FOR PROPOSAL
CHILD CARE PROVIDER FOR ASU’S CAMPUS CHILDREN’S CENTER
RFP 081207
DUE: 3:00 P.M., MST, 06/19/12

Deadline for Inquiries 3:00 P.M., MST, 06/08/12
Time and Date Set for Closing 3:00 P.M., MST, 06/19/12
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION I – REQUEST FOR PROPOSAL</td>
<td>3</td>
</tr>
<tr>
<td>SECTION II – PURPOSE OF THE RFP</td>
<td>4</td>
</tr>
<tr>
<td>SECTION III – PRE-PROPOSAL CONFERENCE</td>
<td>6</td>
</tr>
<tr>
<td>SECTION IV – INSTRUCTIONS TO PROPOSERS</td>
<td>7</td>
</tr>
<tr>
<td>SECTION V – SPECIFICATIONS/SCOPE OF WORK</td>
<td>15</td>
</tr>
<tr>
<td>SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS</td>
<td>23</td>
</tr>
<tr>
<td>SECTION VII – PROPOSER QUALIFICATIONS</td>
<td>24</td>
</tr>
<tr>
<td>SECTION VIII – EVALUATION CRITERIA</td>
<td>25</td>
</tr>
<tr>
<td>SECTION IX – PRICING SCHEDULE</td>
<td>26</td>
</tr>
<tr>
<td>SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS</td>
<td>28</td>
</tr>
<tr>
<td>SECTION XI – PROPOSER INQUIRY FORM</td>
<td>29</td>
</tr>
<tr>
<td>SECTION XII – TERMS &amp; CONDITIONS</td>
<td>30</td>
</tr>
<tr>
<td>SECTION XIII – MANDATORY CERTIFICATIONS &amp; SUBSTITUTE W-9</td>
<td>39</td>
</tr>
</tbody>
</table>
SECTION I – REQUEST FOR PROPOSAL

RFP 081207

Arizona State University is requesting sealed proposals from qualified firms or individuals for **Childcare Provider for ASU’s Campus Children’s Center**.

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 Road & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 P.M., MST, June 19, 2012** 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

*Liz Chandler*

Liz Chandler, C.P.M.  
Purchasing Manager
SECTION II – PURPOSE OF THE RFP

1. INTENT

ASU intends to contract with a qualified childcare provider for the Campus Children’s Center (CCC), http://www.asu.edu/tour/tempe/child.html, that can offer a nurturing and educational program that ensures the optimal physical, social, emotional and intellectual development of each enrolled child. Provider must be currently operating a program that is accredited through a nationally recognized accrediting organization. Provider must demonstrate clear and measurable evidence that it has a corporate philosophy that reflects the best practices in early care and education. ASU requires that the program:

- provide a safe, healthy and nurturing environment;
- ensure the optimal physical, social, emotional and intellectual development of each child;
- assist each child in the development of positive self-worth through personal successes and positive reinforcement;
- develop partnerships with families and the community; and
- provide representation of children and adults of different ethnicity, ages, cultures, languages, socioeconomic groups, and abilities through enrollment, hiring procedures and programming.

2. BACKGROUND INFORMATION

In 1992, the University constructed CCC at 910 S. Terrace Drive (Rural Road and Terrace Drive). Approximately 6,500 sq. ft. in size, the building contains five children’s classrooms, children's library, conference room, staff lounge, full-service kitchen, Director's office, reception area, observation rooms, and storage rooms. The outdoor playground space is approximately 14,000 sq. ft.

CCC’s mission is to provide a high-quality childcare program for the children of enrolled students, employees, and University affiliated third parties with documented access to University amenities. Though the planning and development of CCC has been and will continue to be a campus-wide effort, it falls under Educational Outreach & Student Services. Off-Campus Student Services’ coordinator of ASU Family Resources, serves as the ASU liaison to the facility.
ASU's Family Resources provides information regarding on-campus children's programs. Because parental choice is of utmost importance, Family Resources discusses all options and provides resource materials to families to assist them in finding the best care for their unique situation. Children's programs affiliated with ASU provide children with the opportunities for personal growth and discovery in a warm, friendly environment. ASU bases all programs on developmentally appropriate practices, with low teacher/child ratios, small group sizes and high educational and training requirements for staff. Parental involvement is encouraged. [http://www.asu.edu/studentaffairs/reslife/family/oncampus.htm](http://www.asu.edu/studentaffairs/reslife/family/oncampus.htm)

High quality early care and education programs typically have waitlists because of their emphasis on low ratios and small group sizes that are critical to the quality of the program. All ASU programs oversee their own enrollment and enroll families from a wait list or during a specific time. Policies and fees vary by program and depend on the age of the child and scheduling option used. All programs require a registration fee.

3. **TERM OF CONTRACT**

The initial term will be for three (3) years 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 this term.
SECTION III – PRE-PROPOSAL CONFERENCE

✓ No pre-proposal conference will be held.

_ A pre-proposal conference will be held at ___ time and date ___ in ___ location ___
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 Road 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). Visitors may park in the USB Lot 45, located directly behind the building, using the Pay by Space machine, which has a cost of $1.00 per hour or any portion thereof. The meter will be located near the main entry to USB, to allow visitors to park their vehicles and easily access the machine on their way into the building.

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

3. Proposals must be submitted as a complete document set as follows:

a. One (1) hardcopy clearly marked 'original' in 8.5” x 11” non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal. Sections shall be index tabbed, reference Section X Form of Proposal for more specific instructions.

b. One (1) electronic copy on USB flash drive or CD as a PDF document that is PC readable, labeled, and not password protected. One “single” document for main submittal. Any confidential and/or proprietary documents must be on a separate flash drive or CD and labeled appropriately.

c. Proposer must check and play all flash drives or CDs before submitting. Company marketing materials should not be included unless the RFP specifically requests them. All photos must be compressed to small size formats.

4. 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).
5. You may withdraw your proposal at any time prior to the time and date set for closing.

6. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitation is performed under the direct supervision of the Executive Director of Purchasing and Business Services and in complete accordance with University policies and procedures.

7. 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.

8. 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.

9. 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 Request for Proposal. Price, although a consideration, will not be the sole determining factor.

10. 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 Executive Director of Purchasing and Business Services concurs, this information will not be considered public information. The Executive Director of Purchasing and Business Services is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

11. 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, the successful 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.

12. 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.

13. 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 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
14. **EXCEPTIONS:** The successful proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents. The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions are intended to be incorporated into the agreement 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.

15. 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.

16. 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.

17. 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.

18. All responses 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.**

19. All required performance and payment bonds shall be held by the University in a secure location until the performance of the Agreement 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 the bonds. Until such time the bonds shall remain in full force and effect.

20. 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 response to this solicitation, the Board or either of the other two Universities may purchase goods and/or services from any agreement resulting from this solicitation.**
21. The University has entered into Cooperative Purchasing Agreements with The Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful proposer, the Community College District and/or Maricopa County may access an Agreement resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.

22. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures ($AVE) cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful contractor under this solicitation, a member of $AVE may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.

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 or by facsimile, to:

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

   Tel: 480-965-0578  
   Fax: 480-965-0586  
   E-mail: liz.chandler@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 seven (7) 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 solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.

26. Arizona requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation 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, we 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 agreement resulting from this solicitation, 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 HIPPA, and shall immediately report to University any 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, the Arizona Board of Regents, Arizona State University and their regents, employees and agents against all harm or damage caused or contributed to by Proposer’s breach of its obligations under this paragraph.

29. All systems containing ASU data must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed in such a way that they are in compliance or are consistent with ASU's policies and standards regarding data usage and information security. In an effort to diminish information security threats, Successful Proposer will (or will require the third party host appointee to):

i. Complete SSAE 16 or substantially equivalent reviews in accordance with ASU policies, as the same may be amended from time to time, which reviews are subject to review and approval by ASU. At the present time no more than two reviews per year are required.

ii. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the delegated services network and systems at regular intervals in accordance with ASU's policies and standards. Weaknesses must be corrected within a specified period of time as defined in ASU's policies and standards as amended from time to time.

iii. Use secure development and coding standards including secure change management procedures in accordance with ASU's policies and standards as the same may be
amended from time to time. Internal standards and procedures are to be provided to ASU for review and approval a minimum of one time annually.

iv. Carry out updates and patch management in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon request.

v. Control access to ASU’s resources, including sensitive data, limiting access to legitimate business need based on an individual’s job-related assignment. Access should be approved and tracked by the system owner to ensure proper usage and accountability and shall be subject to review by ASU upon request.

vi. Report information security incidents immediately (including, but not limited to those that involve information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

30. 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, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a direct economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

John F. Riley, C.P.M.
Executive Director of Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe AZ 85287-5212
Fax: (480) 965-2234

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.

31. Other Opportunities with Arizona State University not related to this solicitation.

The ASU Alumni Advantage

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for ASU’s 300,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with ASU, 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.
- 70 percent of alumni reside in Arizona.
- More than 190,000 alumni live in Maricopa County.
- 11 percent of alumni reside in California.
- 75% of ASU alumni are under the age of 45.
- More than 64% of ASU alums graduated since 1984.
- More than one-third hold post-graduate degrees.
- More than 70 percent of ASU alumni are actively employed.
- 30 percent of alumni earn between $60,000 and $90,000 annually.
- 25 percent of ASU alumni earn more than $90,000 annually.

Specific partnership opportunities exist in a variety of areas.

- Advertise in the quarterly ASU Magazine, mailed to more than 260,000 homes around the world. ASU Magazine is the largest circulation magazine in the Southwest. Our rate card is available for download. [http://www.asu.edu/alumni/](http://www.asu.edu/alumni/)
- Sponsor one of the Association’s many programs and events and receive recognition and access to targeted audiences. Events include: Founder’s Day in March, Senior Send off in April, Homecoming in the Fall, Travel shows, Career Fairs and many more! Costs from $500 to $2500.
- Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services.
- Advertise on this Web site or on our 55 Chapter/Club websites or in our electronic newsletters, sent out to more than 80,000 people monthly. Cost is $1000 per mo per each advertising venue.

Your business partnership contact is Rhonda McClintock. Contact her today to start doing business with the Sun Devil nation. (480) 965-5051.

Sun Devil Sports Marketing

Sun Devil Sports Marketing is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics, including on-premise signage, TV, radio, print, internet,
premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Steve Hank at 480-727-0104 or at steven.hank@asu.edu.

Arizona PBS Delivers…

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

- **Eight delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. Eight / KAET reaches 85 percent of the people of Arizona.
- **Eight delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **Eight 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
- **Eight delivers – multiple media platforms:**
  - TV – Channel 8 and DTV 8.1, 8.2 & 8.3
  - Eight Magazine – 50,000 households each month
  - Web views – [www.azpbs.org](http://www.azpbs.org) (100,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses … and more.

Contact: Morrie Puzzi, Corporate Support Manager at 602-496-8550 or mpuzzi@asu.edu.
SECTION V – SPECIFICATIONS/SCOPE OF WORK

1. GENERAL

1.1. Guarantee of Service
CCC provides services to the children of University employees, enrolled students and affiliated third parties that have documented access to ASU amenities. ASU does not guarantee a level of participation or utilization of this contract. ASU reserves the right to establish guidelines in enrollment procedures.

1.2. Administration by the University
Upon approval and acceptance of a proposal and execution of a written contract, Services shall be performed on behalf of Arizona State University, which shall be responsible for the administration of the contract. All notices and correspondence regarding the executed contract shall be directed to Purchasing & Business Services office.

1.3. Site Visits
Provider must allow ad-hoc site visits by University personnel and must make available such records as may be requested for examination by University personnel.

1.4. Arizona Department of Health Services (ADHS) Rules and Regulations
Provider shall have and maintain childcare licensing through ADHS. Provider shall comply at all times with the most current ADHS rules and regulations for operating a childcare facility in the State of Arizona.

1.5. Treatment of Children
Provider shall ensure that no staff member, volunteer and/or parent at the childcare facility inflicts corporal punishment or encourages corporal punishment by others on any child enrolled in the childcare facility. Provider shall ensure that there is no foul language, no favoritism and no emotional punishment (e.g. withdrawal of warm emotional contact and/or communication).

1.6. Loss of Property or Damage to Property
Provider shall be responsible for replacing at its sole expense any piece of equipment or item of inventory provided by the University that is lost or damaged due to Provider's failure to exercise reasonable care. The University reserves the right to determine in its sole discretion whether Provider has exercised reasonable care.

2. INDEPENDENT CONTRACTOR

2.1. Provider shall at all times represent itself as an independent contractor and shall not represent itself or its employees to be employees of the University.
2.2. Provider shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage, overtime, etc.

2.3. Provider agrees to indemnify, save and hold harmless the State of Arizona, the Arizona Board of Regents, Arizona State University, their officers, agents and employees from and against all loss (including attorney's fees) and damage of any kind related to such matters.

3. PROVIDER SERVICES
Provider's services shall include but not necessarily be limited to the following:

3.1. Provider must be prepared to provide services under the contract beginning July 1, 2012.

3.2. Provider shall furnish qualified staff (refer to Staffing section for details), childcare services, office supplies, paper goods, and programmatic equipment such as books, toys, and art supplies necessary to furnish a child care center.

3.3. At all times shall equipment and materials comply with the most current ADHS guidelines: http://www.azdhs.gov/als/childcare/providers/forms.htm.

3.4. Provider shall ensure that they maintain CCC's environment and equipment in a manner conducive to the children's health, safety, comfort and developmental (physical, social, emotional and cognitive) needs. Provider shall contact the University in a timely manner to obtain necessary repairs to equipment and/or facilities that are the responsibility of the University.

3.5. Provider shall ensure that the physical health and safety features of the environment conform to local, state and federal requirements. Provider shall protect children against the danger of fire and smoke, injury attributable to the environment, against electrical hazards, and the spread of disease and infection. The provider shall provide written notification to the University immediately upon learning of any such hazard(s), and shall provide written notification to the University within twenty-four (24) hours of any investigation or citations by local, state, and federal authorities.

3.6. Provider shall submit proof of compliance with all local, state and/or federal building, zoning, fire, safety, and health codes, for the current fiscal year. Copies of inspection certificates must be on file at the childcare facility for inspections by ADHS. Provider shall ensure they maintain all inspection records and have them available to the University at all times.

4. PROGRAMMING

4.1. Provider shall prepare a twelve (12) month child care program observing the same holidays as ASU employees and students with service depending on need made available during the semester breaks: http://cfo.asu.edu/hr-
holidayschedule. Current hours of operation are from 7:00am to 6:00pm, Monday through Friday.

4.2. Center shall provide care for children aged 1 year and walking through 5 years of age (pre-kindergarten). Provider shall adhere to the following staff-child ratios at all times.

<table>
<thead>
<tr>
<th>AGE GROUP</th>
<th>RATIO</th>
<th>GROUP SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year olds</td>
<td>1:5</td>
<td>10</td>
</tr>
<tr>
<td>Two &amp; three year olds</td>
<td>1:6</td>
<td>12</td>
</tr>
<tr>
<td>Four &amp; five year olds</td>
<td>1:9</td>
<td>18</td>
</tr>
</tbody>
</table>

4.3. Provider shall submit a quarterly financial report to the University outlining the total monthly revenues and expenditures by program category.

4.4. Provider shall furnish monthly reports to the University, following a specific template. Information shall include a current roster of enrolled children, occupancy as a percentage with numbers tied to specific classrooms, current staff roster, information on parent concerns and other items as appropriate.

5. UNIVERSITY ACADEMIC INVOLVEMENT

5.1. CCC has written Research Guidelines in place and the Center has served as a site for observation and research by a variety of academic departments at the University. Provider should make the child care center available to ASU's academic units as appropriate.

5.2. The facility has observation rooms for use by staff, families, and other documented individuals. Provider shall ensure these rooms are available and used for their intended purposes. Observation rooms shall not be used for storage or any other purpose.

6. UNIVERSITY FURNISHED FACILITIES, PROPERTY & SERVICES

6.1. The University's responsibility for maintenance and upgrades to the facility shall include utilities, janitorial supplies and service (including paper towels and toilet paper), grounds supplies and grounds services, pest extermination services and maintenance necessitated, in University's sole discretion, by normal wear and tear.

6.2. ASU shall maintain and replace when needed, specific indoor and outdoor equipment that shall include tables and chairs, bookcases, paint easels, water/sand tables, toy storage shelves, and outdoor playground equipment such as the climbers, swings, shade structures.
6.3. Kitchen and Laundry Appliances – ASU provides and maintains microwave oven, commercial refrigerator, commercial freezer, cook top electric range with commercial hood, stacked oven, heavy-duty dishwasher, clothes washer and clothes dryer.

6.4. ASU provides and maintains the existing electronic building security and provides two (2) telephone lines that connect directly to ASU's Department of Public Safety and the Tempe Fire Department.

6.5. ASU provides a page for the Center through the Off-Campus and Commuter Student Services' Family Resources website: http://www.asu.edu/studentaffairs/reslife/family/CCCWeb/.

7. ENROLLMENT AND WAIT LIST POLICIES AND PROCEDURES
The University shall determine initial eligibility and on-going eligibility procedures for enrolled families. Policies and procedures shall include the following:

7.1. Division of slots – Slots shall be divided evenly between Students and Faculty/Staff/ASU affiliated third parties.

7.2. Provider shall maintain separate wait lists for Students, Faculty, and Staff/ASU affiliated third parties.

7.3. Provider shall confirm parent affiliation during the Fall and Spring semesters (21st day after the start of the semester) in order to assure that all families are in compliance with rules regarding full time slots.

7.4. ASU reserves the right to change policies in regards to enrollment.

7.5. In order to attract and retain teaching staff, Provider shall have three (3) full-time childcare slots for the children of center staff.

8. CHILD CARE SERVICES IMPLEMENTATION PLAN

8.1. Child Care Program, Services and Curriculum
Provider must specifically identify the method and manner in which it proposes to provide childcare services as described in the Scope of Work with an emphasis on the following items:

8.1.1. Goals, objectives and curricular philosophy of the program

8.1.2. Describe how the goals, objectives and curriculum of the center:

- Addresses the central aspects of child development;
- Is incorporated by the staff into the daily activities;
- Is play-based; and
- How the achievement of the goals, objectives, and curriculum guide the teachers' ongoing assessment of a child’s progress.
8.1.3. Describe how Provider communicates the details of the curriculum and daily activities to families.

8.1.4. Curriculum must include the following components:

- social-emotional development
- physical development
- language development
- early literacy
- early mathematics
- science
- technology
- expression and appreciation for the arts
- health and safety
- social studies

8.1.5. Describe how Provider will ensure that children have many and varied open-ended opportunities and material to express themselves creatively through music, drama, dance and two- and three-dimensional art.

8.1.6. Describe how the materials and equipment used to implement the curriculum will reflect diversity, including gender, ethnicity, age, culture, language, and abilities.

8.1.7. Describe how Provider will support children with special needs and how Provider's staff will receive training on how to meet their needs and the needs of the family.

8.1.8. Include a typical daily schedule for each classroom.

8.1.9. Include a written narrative or any other printed technique to demonstrate Provider's ability to satisfy the Scope of Work. The narrative, including dates, should describe a logical progression of tasks and efforts that Provider will implement to ensure the center is operational.

8.1.10. Describe all record keeping and billing methods, including bookkeeping and auditing procedures, and billing and fee collections systems.

8.1.11. Provider shall furnish office supplies, and paper goods, programmatic equipment such as books, toys, and art supplies necessary to furnish a child care center. Include a list, including the quantity, of such items.

8.1.12. Provider shall list all services that will be performed in whole or in part by subcontractors, including the names and addresses of the subcontractors providing the services, as well as the specific type of services provided.
8.1.13. Describe procedures for how Provider will document and identify all visitors to the Center to ensure the safety and security of the children and to help family members identify visitors.

8.1.14. The University may require that Provider submit additional information and more detailed plans prior to entering into a contract with the successful provider.

8.2. Family/Teacher Relations

8.2.1. Include a plan showing how parent involvement, networking, and communication will be fostered, maintained and evaluated. CCC shall be open to parents during all operating hours. Plan must include but not be limited to:

- frequency and scope of the communication with parents, both written and oral
- methods in which technology will be used to communicate with parents
- frequency and type of parent conferences (including development workshops, lectures, seminars), as well as methods of documentation
- methods by which parent perspectives are brought to center management, including how quickly (timeframe) parental concerns will be resolved, how the resolution will be communicated, and procedures for parents if satisfactory resolution can’t be found
- methods by which parent communication will be evaluated for its effectiveness; evaluation data must be shared with the University and a plan for correcting parent communication (if deficiencies are found) needs to be developed by the provider, approved by the University, and implemented by the provider

8.2.2. Parent Handbook – Provider shall give families upon enrollment a handbook with current information listing center policies and procedures. At a minimum, the following information must be included:

- program philosophy
- child ratios and group sizes
- child care fees and policies
- enrollment requirements
- center policies regarding the treatment of children
- health and safety procedures (e.g. posting rules related to illnesses)
- enforcement of policies in relation to illness
- current lesson plan
- current menu
- overview of curriculum for the current semester
- staff names and biography
- procedures for child transitioning from one class to another, including criteria for transition
• procedures outlining the steps involved in the disenrollment of a child from the child care center

8.3. **Staff Hiring/Policies/Retention**
Include a comprehensive plan on the hiring, policies, and retention of staff. Include a copy of the staff handbook Provider distributes to all new employees. Staffing plan should include, but not be limited to:

• detailed job description for the center director including specific educational requirements and specialized training required
• minimum and desired job qualifications for all other staff positions
• detailed plan that indicates levels of compensation and benefits for each staff position
• employee hiring and grievances procedures
• recruitment and retention plan
• staff and volunteer orientations
• probation policies
• staff records
• guidelines for treatment of children, including age appropriate methods for guidance and discipline
• health and safety guidelines
• communication with parents and other staff
• classroom staffing patterns
• training requirements

8.4. **Budget and Childcare Fees**
Provide a preliminary budget for the first year of center operation and childcare fees, including:

• the method of calculating all fees charged to enrolled families
• a plan on how increases in child care fees will be planned over the duration of the contract
• policies and procedures for how fees will be collected
• policies for exemption from payment, e.g. extended illness, dis-enrolling over the summer, dis-enrolling during school year due parent sabbatical, maternity/family leave of absence
• breakdown of expenses for the operation of the center, e.g. staff salaries, staff training, program supplies, equipment, parking costs for staff
• information on provider status (for-profit or not profit) and how any profit from the center budget will be expended

8.5. **Assessment Plan**
Provider shall submit a comprehensive assessment plan detailing how it regularly evaluates the curriculum and the center operations to determine it is meeting the needs of the children and families served. Provider must share assessment results with ASU.
8.6. **Accreditation Plan**  
Provide a comprehensive plan including a time line for becoming accredited or for seeking re-accreditation. This plan shall include the rationale for the selection of the accrediting organization.

8.7. **Food Service Plan**  
Provide a plan for food service. Kitchen specifications are provided in Item 6.3. Provider shall serve food that meets the minimum level of calorie intake and nutritional levels as recommended by the United States Department of Agriculture.

8.7.1. Plan shall include the method for provision of all food and beverages either within the center or through an outside source.

8.7.2. Plan shall name the person in charge of the food operation and shall list the duties that he/she may delegate to others.

8.7.3. List the meals and snacks that would be provided and include sample menus.

8.7.4. Plan shall include methods for accommodation of children's food allergies as well as options for families to bring food from home.

8.7.5. Food service shall comply with all applicable federal, state and local laws and regulations at all times.

8.7.6. Provider shall be responsible for obtaining the food service permit and for all associated fees. ASU's Campus Health Services conducts bi-annual inspections of the center kitchen.

8.7.7. Cost for meals shall be included in the weekly/monthly fee charged to enrolled families.

8.8. **Scheduling Options**  
Provide a scheduling plan that includes the following types of options. Plan shall include the number of staff that will be required and an approximate number of children that could be served under this plan.

- Full-time – Monday through Friday, 7:00am to 6:00pm
- Partial week – Monday, Wednesday and Friday, 7:00am to 6:00pm and Tuesday and Thursday, 7:00am to 6:00pm
- Multiple days – any 2 full days and any 3 full days

8.9. **First Things First Plan**  
Provide a comprehensive plan including a time line for how Provider may participate at the state and regional levels in programs and services that are part of First Things First.
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions we are committed to buy goods and services from manufacturers and suppliers who share our 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 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 contractors should use recycled paper and double-sided 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 provide packaging/packing materials that 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

This information will be used as part of the evaluation criteria for Proposer Sustainability efforts for the RFP process.
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. Proposer shall present evidence that the firm or its officers have been engaged for at least the past ten (10) years in providing services as listed in this RFP. References must be included stating the name, position, telephone number, fax number, and e-mail address of a contact person.

2. Proposer must be currently operating, managing or employed in an Arizona licensed and nationally accredited childcare facility.

3. Proposer shall prepare an organizational staffing chart of the employees to be utilized in performing this contract. Detailed resumes of key personnel including principals are required. Detail specific tasks or assignments proposed in the method of approach to accomplish the Scope of Work.

4. Proposer must list and describe any Arizona or other state's licenses or certifications it possesses or any additional pertinent information that describes its qualifications to operate a childcare facility, e.g. childcare licenses, teaching certificates, training, work experience, written references. Provide dates of issuance of licenses, certificates, training and/or job experiences.

5. Include a description of special resources, skills or services that the firm possesses and which are not addressed as part of this RFP that would be available as part of this agreement.

6. Proposer shall include a statement on any previous violations of State, Federal or local guidelines for which the Provider was cited and became a matter of record.

7. Proposer shall include a statement of the firm’s policy identifying the standards and criteria used to define the quality of services offered.

8. Proposer shall provide a Certificate of Insurance per Section XII Terms and Conditions, Item 30.
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. Child Care Program, Services and Curriculum
2. Family/Teacher Relations
3. Staff Hiring/Policies/Retention
4. Budget/Child Care Fees
5. Assessment Plan
6. Accreditation Plan
7. Food Service Plan
8. Scheduling Options
9. First Things First Plan
10. Proposer Qualifications
11. Cost of service – Value Analysis
SECTION IX – PRICING SCHEDULE

Proposer must state a firm, fixed price per child per scheduling option.

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>2 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>3 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>4 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>5 years</td>
<td>$ __________ per child per week or month</td>
</tr>
</tbody>
</table>

FULL-TIME – Monday through Friday, 7:00am to 6:00pm

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>2 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>3 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>4 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>5 years</td>
<td>$ __________ per child per week or month</td>
</tr>
</tbody>
</table>

PARTIAL WEEK – Monday, Wednesday and Friday or any three days, 7:00am to 6:00pm

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>2 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>3 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>4 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>5 years</td>
<td>$ __________ per child per week or month</td>
</tr>
</tbody>
</table>
**PARTIAL WEEK – Tuesday and Thursday or any two days, 7:00am to 6:00pm**

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>2 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>3 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>4 years</td>
<td>$ __________ per child per week or month</td>
</tr>
<tr>
<td>5 years</td>
<td>$ __________ per child per week or month</td>
</tr>
</tbody>
</table>

**Annual Registration Fee**  $ ________________ per family

**Pro-rated registration Fee**  $ ________________ per family

**Late Pick-up Charge**  $ ________________ per hour (beyond the time period that family is enrolled)

**Multi-Child Family Discount**  ________________ %  (Subtracted from tuition rate of oldest child enrolled)
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

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

- **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. Submittal shall be in order as listed below and index tabbed to match. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal.

- **One (1)** electronic copy on USB flash drive or CD as a PDF document that is PC readable, labeled, and not password protected. One “single” document for main submittal. Any confidential and/or proprietary documents must be on a separate flash drive or CD and labeled appropriately.

- Proposer must check and play all flash drives or CDs before submitting. Company marketing materials should not be included unless the RFP 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. Detailed response to Items 1 through 7 in Section V Specifications/Scope of Work
3. Detailed response to Item 8 in Section V Specifications/Scope of Work
4. Detailed response to each item in Section VII Proposer Qualifications
5. Pricing Schedule per Section IX
6. Certificate of Insurance per Section XII Terms and Conditions, Item 30
7. Exceptions to any Terms and Conditions in Section XII
8. Additional comments
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: Childcare Provider for ASU’s Campus Children’s Center

PROPOSAL NUMBER: 081207

INQUIRY DEADLINE: 3:00 P.M., MST, June 8, 2012

QUESTIONS ON: ORIGINAL PROPOSAL or ADDENDUM NO.

SECTION NUMBER:

WRITER:

FAX NO. PHONE NO.

COMPANY:

COMPANY E-MAIL ADDRESS:

DATE:

QUESTIONS:

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________
SECTION XII – TERMS & CONDITIONS

1. **PAYMENT.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The payment terms for this Agreement are Net 30 days. An invoice shall be submitted directly to the University's Payables and Reimbursements Department, unless otherwise directed. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31st) day after the latest date of: the date of a valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that is satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct supplier invoice was delivered to Payables and Reimbursements, and the date an order was delivered to the requesting department. The University may adjust the interest period, or deny the interest claim, based upon their documentation that there was no valid purchase order, that an incorrect invoice was submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.

2. **REMEDIES AND APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The University and Proposer shall have all remedies afforded each by said law.

3. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

4. **ANTI-KICKBACK.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

5. **GRATUITIES.** The University may, by written notice to the Proposer, cancel this Agreement if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Agreement is canceled by University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.
6. **MODIFICATIONS.** This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

7. **ASSIGNMENT-DELEGATION.** No right or interest in this Agreement shall be assigned, or any obligation delegated, by Proposer without the written permission of the University. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. **INTERPRETATION-PAROL EVIDENCE.** This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.

9. **EQUAL OPPORTUNITY CLAUSE.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations or orders of the Secretary of Labor.

10. **TERMINATION FOR DEFAULT.** In the event that the Proposer shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Proposer in writing of such failure and demand that the same be remedied within 10 days. Should the Proposer fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.

11. **NO WAIVER.** No waiver by University of any breach of the provisions of this Agreement by the Proposer shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.

12. **TERMINATION.** The University may by written notice, stating the extent and effective date terminate this order for convenience in whole or in part, at any time. University shall pay the Proposer as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Proposer as approved by the University, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.

13. **CANCELLATION OF STATE CONTRACT.** In accordance with A.R.S. §38-511, this Agreement may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the University is, at anytime while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the
Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

14. LABOR DISPUTES. Proposer shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance under this Agreement.

15. CONTRACT CLAIMS AND CONTROVERSIES. All contract claims and controversies arising under this Agreement shall be resolved pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.

16. CANCELLATION FOR LACK OF FUNDING. This Agreement may be canceled without any further obligation on the part of the Arizona Board of Regents and Arizona State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Proposer shall be notified in writing of such non-appropriation at the earliest opportunity.

17. ASSIGNMENT OF ANTI-TRUST OVERCHARGE CLAIMS. The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Proposer hereby assigns to the Arizona Board of Regents for and on behalf of the University any and all claims for such overcharges.

18. INSPECTION AND AUDIT. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at Arizona State University, or such other location as designated by Arizona State University, upon reasonable notice to the Proposer.

19. INSOLVENCY. The University shall have the right to terminate this Agreement at any time in the event Proposer files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Proposer and not discharged within thirty (30) days; or if Proposer becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Proposer or its business.

20. ADVERTISING. Proposer agrees that it will not use Arizona State University or any of its names or trademarks in any Proposer advertising.

21. INDEMNIFICATION. Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) 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) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or
subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

22. PARKING. The Proposer shall obtain all parking permits and/or decals required while performing work on University premises. The Proposer should contact the Parking and Transit Department, Administration Division at 480-965-6406.

23. OFFSHORE PERFORMANCE OF WORK PROHIBITED. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve Arizona State University and may involve access to secure or sensitive data or personal client data or development or modification of software for the University shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers.

24. NON-DISCRIMINATION. The successful contractor or supplier shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

25. UNIVERSITY WEAPONS POLICY. The university 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 the university or its affiliated or related entities, in all university residential facilities (whether managed by the university or another entity), in all university vehicles, and at all university or university-affiliate sponsored events and activities, except as provided in §12-781 of the Arizona Revised Statutes or unless written permission is given by the ASU Police Department (ASU PD). Notification by vendors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of vendor (Vendor Parties) of this policy is a condition and requirement of the contract. Vendor further agrees to enforce this contractual requirement against all Vendor Parties.

26. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.
Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment Card Industry Data Security Standard and provide written attestation of compliance annually.

27. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

28. **DEBARMENT AND SUSPENSION.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled “Responsibilities of Participants Regarding Transactions”. The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at [http://epls.arnet.gov](http://epls.arnet.gov).

29. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. **INSURANCE REQUIREMENTS.** Without limiting any liabilities or any other obligation of the Proposer, the Proposer shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A- VII in the current A.M. Best’s, the minimum insurance coverage below. **Minimum requirements are subject to change based on scope of work and contract awarded.**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Fire Legal Liability $50,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

   b. Policy shall 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 the Contractor.

2. **Business Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

   b. Policy shall 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 the Contractor.

3. **Worker's Compensation and Employers' Liability**
Workers' Compensation Statutory
Employers' Liability
Each Accident $500,000
Disease – Each Employee $500,000
Disease – Policy Limit $1,000,000

a. Policy shall 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 the Contractor.
b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)
   Each Claim $1,000,000
   Annual Aggregate $2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:
   1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
   2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287 and shall be sent by certified mail, return receipt requested.

D. VERIFICATION OF COVERAGE: Contractor shall furnish the University with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the University before work commences. Each insurance policy required by this Contract must be in
effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287. The University project/contract number and project description shall be noted on the certificate of insurance. The University reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

E. SUBCONTRACTORS: Contractors’ certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

31. SALES AND USE TAX. The Proposer agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Proposer further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Proposer or any subcontractor to comply with the provisions of any or all said laws and amendments. The University is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from the University.

32. PERSONNEL. Employees of the Proposer assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.

33. PRICE ADJUSTMENT. Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Proposer. The University will not approve price increases that will merely increase the gross profitability of the Proposer at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall determine whether the requested price increase or an alternate option is in the best interest of the University.

34. THE ARIZONA STATE UNIVERSITY CONFIDENTIAL FINANCIAL INFORMATION AGREEMENT IS REQUIRED. This agreement is necessary to comply with the requirements of the “Gramm Leach Bliley Act” dealing with the confidentiality of customer information and the Safeguarding Rule.

35. The University and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g). FERPA permits disclosure of student record information to “other school officials” who have a legitimate educational interest in the information. The federal Family Compliance Office has recognized that institutions can designate other
entities, including vendors and consultants, as “other school officials”. Designated representatives of Contractor will be designated as “other school officials” for purposes of this Agreement. No designated representative of the Contractor shall disclose information it receives under this agreement to any third party, except with the consent of the student or as required by law. Any disclosures made by the Contractor should comply with the University’s definition of legitimate educational purpose. If any designated representative discloses or misuses any educational record, the University will take appropriate action against the designated representative that is similar to action ASU would take against one of its employees who disclosed or misused the educational records of its students.
SECTION XIII – MANDATORY CERTIFICATIONS & SUBSTITUTE W-9

(Fillable PDF versions of mandatory certifications are located on-line under Supplier Forms: http://cfo.asu.edu/purchasing-forms. ORIGINAL signatures are REQUIRED for either version.)

CONFLICT OF INTEREST CERTIFICATION

________________________________
(Date)

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

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.

________________________________  _______________________________
(Firm)       (Address)

________________________________
(Email Address)

________________________________
(Signature required)     (Phone)

________________________________
(Print name)      (Fax)

________________________________
(Print title)      (Federal Taxpayer ID Number)

(Purchasing 01-31-2007. Previous editions are obsolete and cannot be used.)
FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

_____________________
(Date)

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

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; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at http://epls.arnet.gov on the Web.)

   (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.

   (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) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
(b) The Offeror shall provide immediate written notice to the Contracting Officer 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 the Contracting Officer 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 Contracting Officer may terminate the contract resulting from this solicitation for default.

(Firm) 

(Email Address)

(Signature required) 

(Print name)

(Print title) 

(Firm) 

(Address)

(Email Address)

(Phone)

(Fax)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)
ANTI-LOBBYING CERTIFICATION

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

_____________________
(Date)

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

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 Contracting Officer; and

(3) He or she 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.

(Signature page follows)
SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION

(Date)

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

The undersigned certifies that pursuant to Arizona Revised Statutes § 35-391 and 35-393, the below entity does not have a scrutinized business operation in either Sudan or Iran.

(Firm)  (Address)

(Email address)

(Signature required)  (Phone)

(Print name)  (Fax)

(Print title)  (Federal Taxpayer ID Number)

(Purchasing 02-18-2009)
LEGAL WORKER CERTIFICATION

____________________
(Date)

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

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the University. The University retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

________________________________  ________________________________
(Firm)       (Address)

________________________________  ________________________________
(Email address)

________________________________  ________________________________
(Signature required)     (Phone)

________________________________  ________________________________
(Print name)      (Fax)

________________________________  ________________________________
(Print title)      (Federal Taxpayer ID Number)

(Purchasing 09-23-2008)
Supplier Sustainability Questionnaire

Company Name: ___________________________ Date: ___________________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide only services as well as those that provide goods.

1. What Policies are in place to monitor and manage your supply chain regarding environmental issues? Please check the items that apply.

- [ ] We apply environmental criteria when making purchasing decisions.
- [ ] We purchase "green" (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials.
- [ ] We specify sustainable products and or locally manufactured products.
- [ ] We specify products using Electronic Products Environmental Assessment Tool (EPEAT) standards.
- [ ] We partner with sustainable suppliers or utilize suppliers who share in the sustainability commitment.
- [ ] Our Director of Sustainability is researching industry best procurement practices.

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

2. Does your company have a Green Transportation Plan for your operation? Please check the items that apply.

- [ ] We encourage carpooling, public transportation, and using other alternative modes of transportation.
- [ ] We subsidize public transportation for employees.
- [ ] We are developing a Green Transportation Plan.
- [ ] We have an established Green Transportation Plan (Describe below).
- [ ] We offer flexible hours, telecommuting or a compressed work week.
- [ ] We utilize teleconference, video conference, WebEx or GoTo Meetings.
- [ ] We purchase carbon offsets.
- [ ] We own electric, hybrid, or E-85 fueled vehicles.
- [ ] We rent hybrid vehicles.

Other – describe your company’s Green Transportation Plan for your operation
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

3. What does your company do to minimize the environmental costs associated with shipping? Please check the items that apply.

- [ ] We are evaluating what the company can do to minimize the environmental costs associated with shipping.
- [ ] We combine deliveries with customer visits.
- [ ] We consolidate deliveries.
- [ ] We use bike couriers for local delivery.
- [ ] We utilize electronic communications and electronic transfer of documents. E-mail, fax and Portable Document Format (PDF).
- [ ] We use eco-friendly courier’s packaging/shipping materials that include post-consumer waste recycled materials and are recyclable.
- [ ] Our packaging and shipping materials are reused until they eventually get recycled.

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
☐ We have established a sustainability plan that minimizes the need for shipping (Describe below)
☐ We update mailing lists to minimize unwanted mailings
☐ We specify products that can be purchased within a 500 mile radius of the delivery location

Other – describe what your company does to minimize the environmental costs associated with shipping

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

4. Does your company have an environmental policy statement? Please check the items that apply.
   ☐ We are developing an environmental policy statement
   ☐ Our environmental policy statement consists of a commitment to promote environmental stewardship
   ☐ Our environmental policy statement describes our company’s Sustainability Initiative
   ☐ We have formed an oversight committee to ensure the success of our environmental policy
   ☐ Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability

Other - Provide (or supply a link) your company’s environmental policy statement

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

5. Has your company ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.
   ☐ No, my company HAS NOT been cited for non-compliance of an environmental or safety issue
   ☐ Yes, my company HAS been cited for non-compliance of an environmental or safety issue

State the reason, date and outcome of the citation

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

6. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit)? Please check the items that apply.
   ☐ We recycle consumables, reduce waste and practice energy reduction when possible
   ☐ We are developing a recycling program
   ☐ We utilize a formal energy management system
   ☐ We are a member of various environmental organizations
   ☐ We have formed a Sustainability Committee to identify sustainable solutions for our company
   ☐ We have a company-wide Recycling Program
   ☐ Our Director of Sustainability initiates and supports sustainability efforts
   ☐ We have performed an environmental or waste audit
   ☐ We are recognized by peers and environmental organizations for providing leadership in sustainability
   ☐ We are a carbon-neutral company

Other - what other programs do you have in place, or planned for promoting resource efficiency

___________________________________________________________________________
___________________________________________________________________________
7. Does your company have web-based materials available documenting your “Green” initiatives? Please check the items that apply.

☐ We are developing web-based documentation of “Green” initiatives (Provide link)
☐ Our website includes “Green” reference information (Provide link)
☐ Our website contains an environmental policy statement (Provide link)
☐ Our website includes materials that document company’s “Green” initiatives (Provide link)
☐ Our website contains our company’s Sustainability Report (Provide link)

Other – Does your company have other web-based materials available documenting your “Green” initiatives? (Provide link)

8. If selected pursuant to this solicitation, what are your plans for continuing your operations and services to ASU if there is a major and/or catastrophic pandemic influenza outbreak?

**Taxpayer Identification Number (TIN)**
- [ ] Employer ID Number (EIN)
- [ ] Social Security Number (SSN)

**LEGAL NAME:**  
(must match TIN above)

Are you doing business in Arizona for purposes of sales/use tax collection and remittance?  
- [ ] Yes  
- [ ] No

If “Yes” please provide Arizona License # and sales/use tax rate charged

<table>
<thead>
<tr>
<th>DUNS#</th>
</tr>
</thead>
</table>

**LEGAL MAILING ADDRESS:**  
(Where tax information and general correspondence is to be sent)

DBA/Branch/Location:

ADDRESS:

ADDRESS LINE 2:

<table>
<thead>
<tr>
<th>CITY:</th>
<th>ST:</th>
<th>ZIP:</th>
</tr>
</thead>
</table>

**REMIT TO ADDRESS:**  
- [ ] Same as Legal Mailing Address

DBA/Branch/Location:

ADDRESS:

ADDRESS LINE 2:

<table>
<thead>
<tr>
<th>CITY:</th>
<th>ST:</th>
<th>ZIP:</th>
</tr>
</thead>
</table>

**ENTITY TYPE**
- [ ] Individual (not a business)
- [ ] Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC
- [ ] Corporation (NOT providing health care, medical or legal services)
- [ ] Corporation (providing health care, medical or legal services)
- [ ] Partnership, LLP or partnership organized as LLC or PLLC
- [ ] The US or any of its political subdivisions or instrumentalities
- [ ] A state, a possession of the US, or any of their political subdivisions or instrumentalities
- [ ] Tax-exempt organizations under IRC §501
- [ ] An international organization or any of its agencies or instrumentalities
- [ ] State of Arizona Employee

**CERTIFICATION**
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding,
3. I am a U.S. person (including a resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding

Signature of U.S. Individual

Date:

**NOTE:** *IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU.* Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.
Legal Name:  
TIN:  

SECTION 1 - FEDERAL INFORMATION - REQUIRED

What is the Federal classification type of your business? - See definitions on link below.  
(S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102)  
http://www.sba.gov/size

- LARGE Business?  YES ☐  NO ☐  
- SMALL Business?  YES ☐  NO ☐

Please check all that apply to your business for Federal Supplier Type:

- Service Disabled Veteran Owned (VD) ☐  
- Small Disadvantaged (SD) ☐  
- Women Owned (WO) ☐  
- Veteran Owned (VO) ☐  
- Minority Institution (MI) ☐  
- HUB Zone (HZ) ☐

SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION - REQUIRED

Are you self-certified according to this State of Arizona definition?  
“100 full-time employees or less OR $4 million in volume or less in the last fiscal year”  
YES ☐  NO ☐

Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUB Zone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment, or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.

Print Name:  
Signature:  
PHONE:  
FAX:  

VENDOR – LIST PRODUCT or SERVICE PROVIDED

IF BUYER NAME IS LISTED PLEASE RETURN TO BUYER  
Buyer:  
Phone:  
Fax:  

NOTE: IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.