



February 6, 2012

**REQUEST FOR PROPOSAL
UNARMED SECURITY GUARD SERVICES**

RFP NO 191201

DUE: 2:00 P.M., MST, 2/28/12

Time and Date of Pre-Proposal Conference	8:30 A.M., MST, 02/14/12
Deadline for Inquiries	5:00 P.M., MST, 02/17/12
Time and Date Set for Closing	2:00 P.M., MST, 02/28/12

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SECTION I – REQUEST FOR PROPOSAL

RFP NO. 191201

Arizona State University is requesting sealed proposals from qualified firms or individuals for **Unarmed Security Guard Services.**

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 2:00 P.M., MST, February 28, 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

Gail Horney

Buyer

GH/kc

SECTION II – PURPOSE OF THE RFP

1. BACKGROUND INFORMATION

Under the leadership of President Michael Crow, Arizona State University has emerged as one of the fastest growing comprehensive research universities in the United States. We are now one of the largest universities in the country and will soon be the single largest. We are located in the only major metropolitan area that is served by a single major university.

Arizona State University is creating a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four (4) differentiated campuses and an expanding online program all positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application, blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 70,000 students in metropolitan Phoenix, Arizona, the nation's fifth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe. Even ASU students who learn online connect with the full university experience: interaction with internationally recognized faculty, access to collections from ASU's eight (8) award-winning libraries, an alumni network tens of thousands of members strong, and membership in a community of thousands of students pursuing their degrees.

Arizona State University (University/ASU) is one of the premier metropolitan public research universities in the nation. ASU is research-driven but focused on learning - teaching is carried out in a context that encourages the creation of new knowledge. ASU maintains a tradition of academic excellence in core disciplines and has become an important global center for innovative interdisciplinary teaching and research.

The University seeks to provide the best possible education to the broadest possible spectrum of society, embracing the educational needs of the entire population. By the year 2020, ASU is projected to enroll 90,000 students on its campuses and as many as 75,000 online students. The University is an active partner with the private sector in initiatives to enhance the social well-being, economic competitiveness, cultural depth, and quality of life of metropolitan Phoenix and the state.

The University seeks to advance social and economic development in Arizona. As it evolves, ASU will serve as the prototype for a New American University, redefining the existing conception of research universities. ASU is building a comprehensive metropolitan research university that is an unparalleled combination of academic excellence and commitment to our social, economic, cultural, and environmental setting.

The New American University is an institution that measures its academic quality by the education its graduates have received rather than by the academic credentials of its incoming freshman class; one whose researchers, while pursuing their scholarly interests, also consider the public good; one whose students, faculty, and staff transcend the concept of community service to accept responsibility for the economic, social, cultural, and environmental vitality of the communities they serve.

For more information about Arizona State University, visit our web site at: <http://www.asu.edu>.

GREATER PHOENIX METROPOLITAN AREA

As America's fifth-largest city—and one of the fastest growing — Phoenix has a burgeoning urban core offering employment, entertainment, sports and culture. Downtown Phoenix is the urban heart of Arizona, which is the state's focal point of business, government, education, culture, sports, entertainment and biomedical research. In the past decade approximately \$4 billion of private and public money has been invested downtown. Private and public entities have spent hundreds of millions of dollars to develop CityScape and the Arizona Center – two multiple-use office and retail centers, a light rail system connecting Phoenix to Mesa, U.S. Airways Center -- home to the Phoenix Suns and multiple events; Chase Field, the home of the Arizona Diamondbacks; Phoenix Convention Center, Symphony Hall, Arizona Science Center, CoAmerica Theatre, Orpheum and Herberger Theaters; Civic Space Park, the Phoenix Biomedical Campus and many other local venues and businesses which have served to advance significant growth and investments in the area. ASU has brought the presence of a national-caliber research university to the city's core with a vibrant campus focusing in the public service disciplines for up to 15,000 students.

- a. Critical mass of technology companies in Greater Phoenix
- b. Significant technical workforce in Greater Phoenix
- c. Phoenix was named the number 1 city (and Arizona the number one state) for entrepreneurs by Entrepreneur Magazine (October 2005)
- d. Phoenix population has grown faster than any other major city in the U.S.
- e. Greater Phoenix was ranked 12th by Forbes' "Best Places for Business and Careers" index (May 2005)
- f. Selected as an "All-American City" in 2009

INTEGRATED SYSTEMS FOR ASU ACCESS CONTROL AND SURVEILLANCE (ISAAC)

The university is standardized on a security system that operates the physical access control and surveillance for the majority of the facilities on each campus. This system is known as ISAAC and consists of smart card access control hardware on the Lenel OnGuard Pro software platform.

The ISAAC system is administered by a distributed management methodology with central policy controls both providing departments autonomy with how they utilize the system functionality while controlling and auditing for security controls and protocols. The ISAAC system segmentation allows for departments to only have the ability to manage the doors and cameras on their segment. A primary departmental contact, called a Segment Manager, may provide limited permissions to allow security companies to perform some functions within the ISAAC system. Departments are responsible for following all policy and the Segment Manager is responsible for the integrity of the ISAAC system and policy surrounding physical access control and surveillance.

2. **INTENT**

Arizona State University is seeking proposals for licensed, unarmed, uniformed security guard services for various facilities and events located throughout ASU's campuses, including but not limited to Downtown campus, Tempe Campus, West Campus, Polytechnic Campus and Research Park <http://www.asu.edu/map/interactive/> ASU is committed to maintaining a safe and secure environment to live, work, study and conduct research.

A. The primary intent of the contract is to provide the following for ASU:

- a.** General building security - patrols or stationary services to protect the facility, space within the facility including laboratories, persons within the facility, or the property
 - Property Control – observation of items in the general facility and possible inspection for entry or exit.
 - Assistance/Escorts – General helpfulness and/or escorts in or out of facilities or spaces within the facilities.
 - Emergency Services – assistance in emergencies with direction from ASU.
- b.** Social function security – patrol and/or stationary services within an ASU property or sponsored location exclusive of event management services provided by event management planning & athletics.
- c.** Individual location requirements - Each building and social function will have specific requirements for their Security Officers. Some facilities or events require 24 hour guard services; others require limited guard services. Individual sub-agreement may be issued for each facility. ASU reserves the right to add/delete locations or increase/decrease hours if requirements change (**See Appendices for location specifics**).

B. ASU's Security Guard Services Objectives:

- a.** Provide service 24 hours a day, 7 days a week, 365 days a year including holidays and university closures.
- b.** Perform to the specific security needs within the areas of:
 - 1) General building security
 - 2) Social function security
 - 3) Individualized location requirements (see Appendices)
- c.** Greet visitors in a service-minded and friendly manner, while maintaining the high standards of confidentiality and security required by the client.
- d.** Provide assistance and possibly escorts in or out of facilities or spaces within the facilities.
- e.** Prevent unauthorized building or space use.
- f.** Protect the safety of the client's employees and visitors.
- g.** Prevent the client's property loss through theft, vandalism and fire.
- h.** Ensure critical areas are secured.
- i.** Enforce building security guidelines appropriately and accurately.
- j.** Conduct routine exterior and interior patrols.
- k.** Provide assistance in emergencies under ASU Guidance.

- l. Willingness to provide “value-added services” such as reporting maintenance issues or other safety and security situations.
- m. Preferable experience in using Lenel OnGuard Pro software for alarm and video monitoring.
- n. Preferably utilize software that enables online reports (including incident reports and activity reports) and appropriate security metrics to be easily accessed.

3. TERM OF CONTRACT

The initial term will be a one (1) year period with the possibility of four (4) each successive one (1) year extensions, for a total possible term of five (5) years. The contract will be available for use by other University departments during this time period.

4. OPPORTUNITY

Arizona State University is requesting sealed proposals from qualified security companies to provide services for various departments at various ASU campuses. ASU seeks to award this contract to one or more qualified firms to fulfill the security needs of the University community. Departments will work directly with contracted companies for scheduling and payment issues.

SECTION III – PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.

A pre-proposal conference will be held at 2/14/12 at 8:30 AM in USB 2105.

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

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

SECTION IV – INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, Tempe, Arizona 85281, on or before the time and date set for closing. 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 CD in PDF format, PC readable, labeled, and not password protected. **One "single"** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
 - c. Proposer must check and play all CD's before submitting. Company marketing materials are not recommended and 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 an award is made, 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. 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.**
20. 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.

21. 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.
22. 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:

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

Tel: 480-965-3849
Fax: 480-965-2234
E-mail: gail.horney@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.

23. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
24. 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.
25. 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.

26. 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.
27. 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 all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. Proposer agrees to indemnify the State of Arizona, 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.
28. All systems containing sensitive 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, the successful proposer will (or will require the third party host appointee to):
 - i. Complete SAS70 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).

29. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, 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.

30. 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/>
- 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 (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 – PROGRAM AND SERVICE EXPECTATIONS/SCOPE OF WORK

The University has developed the following important service expectations for the contract. The successful Proposer(s) will be the ones whose proposal reflects the most responsive and comprehensive understanding of these needs in conjunction with advantageous compensation to the University.

The University expects that the successful Proposer will agree to the following:

5.1. Proposal Package. Shall contain all requested information provided in proposal.

5.2. ASU's Non-Negotiable Expectations

Successful proposer shall furnish all necessary labor, supervision, uniforms, photo ids, certifications, and equipment in accordance with the provisions, and terms set forth within this RFP. If at any time the successful proposer may be considered in default of the contract ASU may take action with a notice of cure, request service credits, or terminate the contract.

Provide specific comments to each of the below:

- a. **Experience.** A minimum of 5 years of experience providing security guard services is required.
- b. **24-hour Communications.** A 24-hour communications center shall be maintained with properly staffed operations and equipment for its pagers, radios, cellular phones, chargers, and other communications.
- c. **Operational considerations.** Security officers shall be able to provide services 24 hours a day, 7 days a week, 365 days a year; to include Holidays according to ASU schedules.
- d. **Language.** All assigned personnel shall be able to read, speak, understand and write the English language
- e. **Appearance and Behavior.** On duty supervisors and guards will maintain a clean and professional appearance both in uniform and in hygiene, and conduct themselves in a courteous and professional manner.
- f. **Uniforms.** . Uniforms must be worn by all on duty employees at the expense of the firm or the employee and uniform cleaning & maintenance will be the responsibility of the firm or the employee
- g. **Photo IDs.** IDs must be visibly worn by all on duty employees and provided at the expense of the firm. Special IDs may need to be provided by ASU for access to facilities and secured areas.
- h. **Guard Card.** All assigned personnel shall possess, at the time of assignment, a current permanent and valid Guard Card as provisioned under the authority of the State of Arizona. Arizona Security Guards law, Arizona Revised Statute 32-2601 through 32-2642 and Private Investigators law, Arizona Revised Statute 32-2401 through 32-2461 and Arizona Administrative Rules Title 13, Chapters 2 and 6. The Licensing Unit regulates security guards, security agencies, private investigators and private investigative agencies. Additionally, the unit accepts complaints from the public and enforces statutory laws and administrative rules pertaining to those entities.

- i. You must be licensed if you work for a *security guard agency* that pays you to provide security guard services to *other* companies.
- j. Until you are licensed by DPS, you cannot wear a uniform and/or stand post as a Security Guard.
- k. Licenses from other states are not recognized in Arizona.
- l. Unless you fall under one of the Exceptions in ARS 32-2606, providing security guard services without a license is a class 1 misdemeanor. Additionally, a violation of these regulations can prevent you from obtaining a license in the future.

m. Daily Security Objectives.

- 1. All assigned personnel shall perform according to the specific objectives as a part of their daily duties within the areas of:
 - i. General building security
 - ii. Social function security
 - iii. Individual location requirements (see Appendices)
- 2. Must be able to greet visitors in a service-minded and friendly manner, while maintaining the high standards of confidentiality and security required by the client.
- 3. Must be able to provide assistance and possibly escorts in or out of facilities or spaces within the facilities.
- 4. Must be able to prevent unauthorized building or space use.
- 5. Must be able to protect the safety of the client's employees and visitors.
- 6. Must be able to prevent the client's property loss through theft, vandalism and fire.
- 7. Must be able to ensure critical areas are secured.
- 8. Must be able to enforce building security guidelines appropriately and accurately.
- 9. Must be able to conduct routine exterior and interior patrols.
- 10. Must be able to provide assistance in emergencies under ASU guidance.
- 11. Must be able and willing to provide "value-added services" such as reporting maintenance issues or other safety and security situations.
- 12. Preferable experience in using Lenel OnGuard Pro software for alarm and video monitoring.
- 13. Preferably utilize software that enables online reports (including incident reports and activity reports) and appropriate security metrics to be easily accessed.

n. ASU Specific Training

- 1. Information Security Training 101
 - 2. Environmental Lab Training
 - 3. Mall Driving
 - 4. FERPA
- o. Proposer shall conform to University wage, benefits, and human resource practices as outlined in **Exhibit A** – A Values Based Standard for Business Relationships with Significant University Service Providers.

- 5.3. Personnel.** Show evidence and quantity and quality of available AZ licensed, certified, professional, Security Officers who are able to perform their assigned duties with detailed instruction and responsibilities.
- a. Provide the number of personnel with Security Officer licenses for the state of Arizona
 - b. Specify years of experience
 - i. Management within the firm
 - ii. Number of years and capacity of guard duties performed and type of service for each of the personnel assigned to ASU.
 - 1) General Building
 - 2) Laboratory (list types of labs)
 - 3) Events (list event types)
 - c. Provide extent of experience and examples and types of disciplines for services in the following:
 - i. Educational settings
 - ii. Laboratory and research settings
 - iii. Multi-use settings
- 5.4. Training.** Provide the training program currently used:
- a. Pre-hire training
 - b. Training manual
 - c. Training facilities
 - d. Hazmat training/other health and safety training
 - e. Continuing education
 - f. Advanced training
 - g. State-certification training
 - h. Familiarity of Homeland Security References.
- 5.5. Communication Plan.** Show evidence of a communication plan for an effective partnership with ASU, including the reporting structure and personnel contact information at each level. Also include a list of deliverables for reporting your changes in staffing, changes in methodologies, reporting performance and reporting on all report cards for each of the following areas:
- a. ASU Police
 - b. ASU Environmental Health & Safety
 - c. ASU Department you are providing services to
 - d. ASU University Business Services Director of Business Applications and ISAAC (if applicable)
- 5.6. Supervision.** Provide resumes of key management.
- Provide the company methodology/procedure for the supervision and accountability for security guards performing their assigned duties:
- a. Site supervision;
 - b. Employee evaluation reports;
 - c. Optimization of the number of security officers required to perform duties while maintaining a security environment;
 - d. Response time of supervisors to customer, what is the escalation path and levels.

Each facility will be staffed to maintain optimum conditions of safety and security. If the level of security at any time is considered to be unacceptable to ASU based on your provided methodology, Security firm will be required to increase staff or take whatever measures necessary to reach acceptable levels of security as outlined in your methodology.

If over-fills occur (when too many guards or guards scheduled for longer periods than required, or guards of a higher level of pay than agreed upon in the Post Order) the security firm will be required to reduce or replace the staff or take whatever measures necessary to reach acceptable levels of security as outlined in your methodology.

5.7. General Orders. Show evidence of a clear set of General Orders with specific details for the job responsibility and compliance. Your General Orders should at a minimum cover:

- a. Any documentation procedures for removal of materials from the facility if applicable, customer service philosophy, and emergency procedures
- b. Officer's Manual
- c. Post Orders
- d. Shift Reports
- e. Incident Reports
- f. Behavior and/or Remediation of officer Behavior

5.8. Personnel Evaluation. Provide evidence of hiring criteria for security guards:

- a. Pre-hire testing/training
- b. Job descriptions
- c. Evaluation criteria
- d. Oral or verbal interview procedures and questions
- e. Face-to-face interview procedures and questions
- f. Certification check
- g. Background check:

Certify that all personnel have successfully passed a criminal background check and fingerprint check. These checks will include an I-9 verification and a national search over the last seven years. ASU reserves the right to review the personal background and further security clearances on the assigned personnel. In such cases, successful proposer shall cooperate with ASU authorities and furnish the names of persons who may be assigned to completing a more thorough detailed check. The following information shall be provided with each name provided:

- o Date of birth,
- o Social Security number
- o AZ driver's license number
- o Current address
- o Any other background information required by the state.

Any person(s) not acceptable to the state shall be prohibited from working under this contract.

h. Reference/experience check

Should state, federal, or other regulations require ASU to comply with additional levels of security, ASU may ask the proposer to comply. A re-negotiation on the impacts of

these types of changes should be brought back through and acted upon as contract amendments.

- 5.9. Scalability.** Demonstrate with clear measurable statistics expansion plans and methodology on how expansion is scalable by the proposing company
- 5.10. Cost of Service.** Standard facility guard and supervisor service fees shall be separated from social function fees. Each of these will then contain effective rates for standard time, overtime, holidays, equipment fees, and billing periods. (see Sec. IX, Pricing Schedule)
- 5.11. Emergency Services.** Show evidence of emergency response capabilities in examples where the client is in control of operations. Please use discretion and general information about the incident with respect to proprietary information.
- 5.12. Report Card.** Show evidence of report cards used internally with employees, and externally used with clients.
- 5.13. Employee wages and benefits.** Provide minimum wage and benefit package of security guards .i.e.
 - a. wage distribution by grade and scale;
 - b. is longevity rewarded;
 - c. merit pay proposed;
 - d. health insurance offered;
 - e. holiday, vacation, and sick pay.

ASU requires that entities doing business are providing equitable pay at minimum wage or above.

5.14. Other considerations.

References. Provide examples and references of three (3) or more clients of similar size. Include the institution name, contact person, phone and email.

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 Supplier/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.

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

SECTION VIII – EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first. Proposers must adhere to the Form of Proposal as outlined in Section X. If sections of the submittal do not adhere to the Form of Proposal, they may be considered non-compliant and will receive no score for that particular evaluation criterion.

- 1. Bid Package complete**
- 2. Non-negotiable items**
- 3. Personnel**
- 4. Training**
- 5. Communication Plan**
- 6. Supervision**
- 7. General Orders**
- 8. Personnel Evaluation**
- 9. Scalability**
- 10. Cost of Service/Pricing Schedule**
- 11. Emergency Services**
- 12. Report Card**
- 13. Employee wages/benefits**
- 14. Other considerations**

SECTION IX – PRICING SCHEDULE

GENERAL BUILDING SERVICES (all events, all areas)

	STANDARD HOURLY	STANDARD OVERTIME	HOLIDAY STANDARD	HOLIDAY OVERTIME	PAY RATE
GUARD					
SUPERVISOR					

SOCIAL FUNCTION SERVICES (all events, all areas, all times)

	STANDARD HOURLY	STANDARD OVERTIME	HOLIDAY STANDARD	HOLIDAY OVERTIME	PAY RATE
GUARD					
SUPERVISOR					

EQUIPMENT FEES (all events, all areas, all times)

EQUIPMENT	FEE
FLASHLIGHT	
TWO WAY RADIO	
REGULAR CELL PHONE	
RADIO CELL PHONE	
OTHER (Please list the item and provide fee)	

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)** additional electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and **less than 10 MB**. **One “single”** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
- Check and play all CD’s before submitting. Company marketing materials are not recommended; compress photos or other similar document types into smaller size formats as necessary.

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. Acknowledgment and agreement to ASU’s Non-Negotiable Expectations in Section V, 5.2.
3. Evidence of qualified Personnel specifically following Section V, 5.3.
4. Show methods of training for all programs per Section V, 5.4.
5. Evidence showing communication plan in each category per Section V, 5.5.
6. Provide resumes of key management and methodology for supervision, per Section V, 5.6. Include methods used to reduce, replace or remove staff to maintain proper security.
7. Show example of general orders including each category per Section V, 5.7.
8. Provide hiring criteria used for security guards. Note each criteria followed and not followed in Section V, 5.8.
9. Show method of measurable statistics for expansion plan, reference Section V, 5.9.
10. Include Cost of Service per Section V, 5.10 using Pricing Schedule (See Sec. IX)
11. Evidence of emergency response procedures per Section V, 5.11.

12. Evidence of report cards used internally & externally per Section V, 5.12.
13. Show present wage and benefit package for security guards per Section V, 5.13.
14. Provide references of clients of similar size to the university, including complete contact information, Section V, 5.14.
15. Exceptions to any terms and conditions of this RFP.
16. Other considerations to enhance evaluation for proposal.

SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: Unarmed Security Guard Services

PROPOSAL NUMBER: RFP 191201

INQUIRY DEADLINE: 5:00 P.M., MST, February 17, 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 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>.

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. **PROPOSER TO PACKAGE GOODS.** Proposer will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Proposer's name and address; (b) University department's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Proposer shall bear cost of packaging unless specifically otherwise provided.
31. **SHIPMENT UNDER RESERVATION PROHIBITED.** Proposer is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
32. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point or points of delivery.
33. **RIGHT OF INSPECTION.** The University shall have the right to inspect the goods at delivery before accepting them.
34. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of goods must fully comply with all provisions of this Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender.
35. **WARRANTIES.** In addition to any implied warranties, Proposer warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples, if any, furnished by the Proposer. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
36. **COPYRIGHT OWNERSHIP.** Proposer's work under this agreement is "work for hire" for purposes of the copyright laws of the United States and any foreign countries, and title to any subject copyright will vest with the University.

If for any reason the Work would not be considered a work made for hire under applicable law, Proposer sells, assigns, and transfers to University all rights and title to the copyright in the Work, related registrations and copyright applications, and any related renewals and extensions. This grant of rights and assignment extends to all works based upon, derived from, or incorporating the Work, to all income, royalties, damages, claims and payments payable now or later, to all causes of action, either in law or in equity for past, present, or

future infringement based on the copyrights, and to all corresponding rights throughout the world.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Author waives and appoints University to assert on the Proposer's behalf the Proposer's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including removal or destruction) or the making of any derivative works based on the Work, including photographs, drawings or other visual reproductions of the Work, in any medium, for university purposes.

Proposer agrees to execute all papers and to perform other proper acts as University may deem necessary to secure these rights for University or its designee.

37. 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.

- General Aggregate \$5,000,000
- Products – Completed Operations Aggregate \$5,000,000
- Personal and Advertising Injury \$5,000,000
- Blanket Contractual Liability – Written and Oral \$5,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$5,000,000

a. The policy shall be **endorsed to include errors and omissions coverage.**

b. Policy shall be endorsed to **include master key coverage.**

- c. Policy shall be endorsed to **include coverage for "care-custody-control"** of property of others.
- d. Policy shall **include coverage for the operation of mobile equipment**.
- e. 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"***.
- f. 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.
- g. The policy shall be endorsed to cover reasonable use of force to protect persons or property.

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.

17. 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. Fidelity Bond or Crime Insurance

Bond or Policy Limit

\$500,000.00

- a. The bond or policy shall be issued with minimum limits of \$100,000.00.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall **include coverage for third party fidelity.**
- d. The bond or policy shall **include coverage for theft and mysterious disappearance.**
- e. The bond or policy shall **contain no requirement for arrest and conviction.**
- f. The bond or policy shall cover loss outside the premises of the **Named Insured.**

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- c. 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 Agreement shall provide the required coverage. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Such notice shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona 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 State of Arizona 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 Agreement 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 Agreement at any time

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

- 38. **PERFORMANCE AND PAYMENT BONDS.** The Proposer shall provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of this Agreement and the payment of all obligations (100%) rising thereunder, in such form as the University may prescribe and with approved sureties. The successful Proposer shall deliver the required bonds to the University not later than the date of executing this Agreement. The Proposer shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to this Agreement to one hundred percent (100%) of the total value amount of each change order.
- 39. **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.
- 40. **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.

- 41. LIQUIDATED DAMAGES.** The University and the Proposer agree that in the event that the Proposer fails to perform under this Agreement, the University will be damaged. The extent of the damage is very difficult to calculate. Therefore, the Proposer agrees to pay the University liquidated damages if the agreed upon delivery and installation dates are not met.
- 42. INSTALLMENT PAYMENT AGREEMENT.** The University is precluded from entering into an installment payment agreement unless such agreement can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the University. If funds are not allocated for this Agreement for periodic payment in any future annual fiscal period, following the University's formal request for funds, the University is not obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. The University agrees to notify the Proposer of such non-allocation at the earliest possible time. No penalty shall accrue to the University in the event this provision shall be exercised. This provision shall not be construed so as to permit the University to terminate this Agreement in order to acquire similar equipment from another party.
- 43. 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.
- 44. FURNISH AND INSTALL.** The items in this proposal will be provided on a Proposer furnish and install basis. The successful Proposer shall have complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the successful Proposer. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize risk of damage and avoid double handling.
- 45. 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.
- 46. 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

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)

(Address)

(Email Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(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)

(Firm)

(Address)

(Email Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

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 unless you have previously submitted a completed form and have no change. 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. What type of sustainable packaging/shipping materials do you use? Please check the items that apply.

- Our packaging/shipping materials are recyclable
 - Our packaging/shipping materials are reusable
 - Our packaging/shipping materials are bio-degradable
 - Our packaging/shipping materials are made from 100% post-consumer recycled materials
- Other – describe other types of sustainable packaging/shipping materials you use:

3. 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:

4. 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

5. 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

6. 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

7. 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

8. 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)

9. If you are providing a product, does the manufacturer of the product that you are bidding/proposing have an environmental policy statement? Please check the item that applies.

- No, the manufacturer of the product that I am bidding/proposing DOES NOT have an environmental policy statement
- Yes, the manufacturer of the product that I am bidding/proposing HAS an environmental policy statement

Provide Environmental Policy Statement

10. If you are providing a product, has the manufacturer of the product that you are bidding/proposing ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- No, the manufacturer of the product that I am bidding/proposing HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, the manufacturer of the product that I am bidding/proposing HAS been cited for non-compliance of an environmental or safety issue

Provide reason, date and outcome of the citation

11. Has an environmental life-cycle analysis of the product that you are bidding/proposing been conducted by a certified testing organization, such as Green Seal? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.

Provide certification

12. 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?

Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN available at <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

▶ Taxpayer Identification Number (TIN)		<input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> 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 _____ % DUNS# _____

▶ LEGAL MAILING ADDRESS:	(Where tax information and general correspondence is to be sent)			
DBA/Branch/Location:				
ADDRESS:				
ADDRESS LINE 2:				
CITY:		ST:		ZIP:

▶ REMIT TO ADDRESS:	<input type="checkbox"/> Same as Legal Mailing Address			
DBA/Branch/Location:				
ADDRESS:				
ADDRESS LINE 2:				
CITY:		ST:		ZIP:

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

▶ CERTIFICATION	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> 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:
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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.

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM – Page 2 of 2		DO NOT SEND TO IRS
► Legal Name:		TIN:	
SECTION 1 - FEDERAL INFORMATION - REQUIRED			
What is the <u>Federal</u> 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 <input type="checkbox"/> NO <input type="checkbox"/> SMALL Business? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Please check <u>all that apply</u> to your business for Federal Supplier Type:			
Service Disabled Veteran Owned (VD) <input type="checkbox"/>	Small Disadvantaged (SD) <input type="checkbox"/>	Women Owned (WO) <input type="checkbox"/>	
Veteran Owned (VO) <input type="checkbox"/>	Minority Institution (MI) <input type="checkbox"/>	HUB Zone (HZ) <input type="checkbox"/>	
SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION - REQUIRED			
Are you self-certified according to this State of Arizona definition? <i>"100 full-time employees or less <u>OR</u> \$4 million in volume or less in the last fiscal year"</i>		YES <input type="checkbox"/>	NO <input type="checkbox"/>
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.

EXHIBIT A

A VALUES BASED STANDARD FOR BUSINESS RELATIONSHIPS WITH SIGNIFICANT UNIVERSITY SERVICE PROVIDERS

Arizona State University (“ASU” or “University”) is a public institution established under the Arizona Constitution and governed by the Arizona Board of Regents (ABOR). ASU is subject to Arizona Board of Regents policy, and applicable federal and State of Arizona rules, regulations and laws.

As a public institution, ASU has responsibilities to its stakeholders, including the tax payer citizens of Arizona, the students we educate and the faculty who teach them. As a general guiding business principle and in accordance with the ABOR procurement policy, ASU believes that its business is best conducted in a free market environment where goods and services are obtained through open competition to satisfy specific price performance objectives.

ASU also recognizes the obligation it has to the community beyond its institutional boundaries and the opportunity presented by its ability to influence public policy, economic development and business practices. In articulating its vision for “the New American University” we have incorporated design elements that include societal transformation, emphasis on the individual and social embeddedness. Implicit in these design imperatives is the recognition that Arizona State University will make a positive impact on the educational, economic, cultural and societal development of our region.

The substance of a university cannot be measured by bricks or mortar or even its financial health but by the quality of people who teach, study, conduct research and provide services in support of the institutional mission, and the contribution they make to our community.

ASU seeks to act responsibly in the treatment of its faculty and staff. That includes making reasonable efforts to provide a safe and secure working environment, providing opportunities for growth and development, and compensation and benefit that are competitive with other academic institutions and our local market.

Some of the service and support functions that are essential to the daily functioning of the University are provided by outside contractors who perform jobs that are often unrecognized and under appreciated by the people they serve. ASU may not set wage rates for suppliers providing goods or services to the University, nor may ASU engage in any activity in support of a collective bargaining unit or interfere with a contractor’s internal affairs, such as labor and management controversies. ASU may, however, establish a set of principles in support of economic and social opportunity for the employees of service providers that have an ongoing presence on our campuses to guide the procurement of goods and services. We can encourage equal opportunity at all levels of employment and encourage training opportunities for the purpose of improving the quality of life for individual workers, their families, and their neighborhood communities. Therefore, within the laws that govern our business practices, ASU will seek business relationships with companies who work in support of the following principles:

- Promote equal opportunity for all employees in the company
- Respect employees’ voluntary freedom of association
- Provide a compensation system that is sensitive to a competitive marketplace while enabling employees to meet basic needs, which include food, housing, health care, transportation and educational opportunity.
- Provide employees opportunities to improve skills in order to raise social and economic well-being.
- Provide a safe working environment.

APPLICATION

It is our intent that all contractors providing services to the University make reasonable efforts to implement and adhere to the principles articulated above. The University will formally incorporate these principles in procurement solicitations and the evaluation process for any service contract where:

- The University estimates that the contractor will employ at least ten (10) service workers whose principal place of work will be at an ASU campus, and
- The term of the agreement is one year or more.

MANDATORY PROVISIONS

Proposer shall be required to adhere to the following Mandatory Provisions as a matter of contract:

Nondiscrimination and Affirmative Action

Proposer shall employ individuals on the basis of their ability to do the work required. Proposer shall not subject any person to discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination, or retirement, on the basis of race, sex, gender, identity, color, religion, citizenship, national origin, ethnic origin, age, disability, marital status, Vietnam-era veteran status or other protected veteran status, newly separated veteran status, special disabled veteran status, sexual orientation, political opinion or organizational membership. Proposer shall be an equal employment opportunity employer and during the performance of any contract or agreement with the University shall comply, if applicable, with Federal Executive Order 11246, as amended and the Rehabilitation Act of 1973, as amended. Equal employment opportunity includes but is not limited to: recruitment, hiring, promotion, termination, compensation, benefits and transfers.

Freedom of Association and Collective Bargaining:

Proposer shall recognize and respect the rights of employees protected by the National Labor Relations Act, as amended; or such other labor relations law as may be applicable.

Immigration Law:

Proposer shall comply with all applicable state and federal immigration laws.

Labor Standards: Wages, Hours, Leaves, and Child Labor:

Proposer shall recognize and respect the legal rights of employees concerning minimum and prevailing wages, wage payments, and maximum hours and overtime; legally mandated family, childbirth, and medical leaves and return to work thereafter; and limitations on child labor; including, if applicable, the rights set forth in the Federal Fair Labor Standards Act, the Federal Davis-Bacon Act, the Federal Family and Medical Leave Act, and any state laws defining such labor standards.

Health and Safety:

Proposer shall provide a safe and healthful working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or resulting from the operation of the University's facilities. During the performance of any Agreement, all products, services, use of equipment, working conditions, employee training or licensing requirements, and activities performed by Proposer or Proposer's subcontractors shall be in full compliance, if applicable, with the Federal Occupational Safety and Health Act, and all other applicable federal, state, and local laws, regulations, and ordinances, including but not limited to

the environmental safety and health requirements set forth in 29 Code of Federal Regulations, 40 CFR, and 49 CFR.

Forced Labor:

Proposer shall not use, or purchase supplies or materials that are produced by using any illegal form of forced labor.

Harassment or Abuse:

No employee shall be subject to any physical, sexual, psychological, or verbal harassment or abuse. Proposer shall not use or tolerate any form of corporal punishment.

Controlled Substances:

Proposer must prohibit the use, possession, distribution, and/or sale of illegal drugs while on University owned or leased property.

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 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. Notification by Proposer to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Proposer (Proposer Parties) of this policy is a condition and requirement of the Contract. Proposer further agrees to enforce this contractual requirement against all Proposer Parties.

PREFERRED PROVISIONS

The University may establish reasonable performance objectives for suppliers that are consistent with its values, and may incorporate these objectives when establishing evaluation criteria.

Wages and Benefits:

Proposer is encouraged to pay each on-campus employee a wage that is the highest of (a) the legal minimum wage, (b) the prevailing wage for that industry in the state or region, (c) the wage that is comparable to the wage paid by the University for similar types of work or (d) a wage that enables employees to meet basic needs, including food, housing, health care, transportation and educational opportunity. In the interest of Arizona taxpayers, Proposer should aspire to provide compensation in the form of wages and benefits that do not force employees to depend upon publicly funded social services.

Environmental Responsibility:

Safeguarding the environment for the benefit of all peoples now and in the future is a matter of increasing concern in the academic community as well as in society generally. Proposer shall make every effort to demonstrate environmentally responsible practices and production methods, and meet well-established certification standards. This would include minimization of waste products, use of post-consumer recycled materials, energy efficiency, and the durability, biodegradability and reparability of the products purchases from the vendor by the University.

Employee Education and Training:

Proposer shall provide a working environment that encourages workers to take advantage of educational enhancement opportunities at the University or elsewhere. Proposer is encouraged to allow flexibility in work schedules to accommodate those workers who wish to pursue programs of study that may interfere with regular work hours. Proposer is encouraged to maintain company sponsored scholarship, paid leave, or tuition support programs and reduce financial barriers to attaining education. Training programs should promote competency in current employee jobs and should seek to provide training in skill sets required for promotion to a higher level position, including English language training programs.

Nondiscrimination:

Proposer shall not subject any person to discrimination in employment, including, hiring, salary, benefits, advancement, discipline, termination, or retirement on the basis of the individual's reproductive or familial circumstances. Proposer shall accommodate the language requirements of their employees to the greatest extent practicable.

Grievance Process:

Every employee shall be treated with dignity and respect. Conflicts between employees and employers should be reconciled as amicably and transparently as possible, without the use of coercion or intimidation. Employees should have the right to express opinions or report complaints as they see fit without retaliation or the threat of reprisal. Proposer is encouraged to have a process in place whereby employees may register specific complaints about the employment practices of that vendor and, if practicable, to do so in the employee's primary language. If possible, the complainant's identity should be confidential.

APPENDIX A – TEMPE CAMPUS

1. BIODESIGN INSTITUTE

The Biodesign Institute plays a critical role in advancing the research mission of Arizona State University, a comprehensive metropolitan university that is the second largest in the U.S. The Biodesign Institute embodies the guiding principles of the New American University, as defined by Arizona State University President Michael Crow, specifically, to conduct use-inspired research, fuse intellectual disciplines and value entrepreneurship.

Encompassing 350,000 square-feet of award-winning, state-of-the-art, LEED-certified building, the Biodesign Institute represents the State of Arizona's largest research infrastructure investment in bioscience-related research. ASU is the first university in the U.S. to create an interdisciplinary research Institute entirely devoted to bio-inspired innovation principles, representing a vast expansion of ASU's state-of-the-art research capacity, and also serving a core mission to engage the talents of its multidisciplinary scientists to find solutions to some of society's largest challenges.

Potential challenges and concerns:

- The client sees an average of more than 15,000 individuals a year enter and egress the facility so proper adherence to established SOP's is critical.
- Tailgating (which is a form of unauthorized entry) is of great concern and a challenge that is very important.
- Successfully dealing with an increased amount of transient traffic due to the light rail station that is northeast of the Biodesign facility.
- The protection of intellectual property.
- Access to ASU software and levels of permissions require proper vetting and audits.
- Card access to all areas is limited and controlled and visitors must be escorted.
- Card-in **AND** card-out is required by all.

2. MEMORIAL UNION

The Memorial Union is a 256,000 sq. ft. facility located on the Tempe Campus. The building is a multi-use facility hosting 12,000 – 15,000 visitors each day and serving as the central meeting and conference center for registered student organizations and campus departments. The four-level building features a variety of programs and services. Several programs and events hosted in and around the Memorial Union may require security services, including both stationary and patrol security.

Potential challenges and concerns:

- Large events may require line control, fire code capacity enforcement, and access control.
- Security services may be contracted by individual ASU departments and other ASU partners utilizing the Memorial Union or areas in and around the Memorial Union.

3. DEPARTMENT OF ANIMAL CARE AND TECHNOLOGIES

The DACT, is responsible for administering and managing a centralized program of laboratory animal care and use that complies with all applicable standards and regulations for husbandry as set forth in the Animal Welfare Act, National Research Council Guide for the Care and Use of Laboratory Animals, and the Public Health Service policy on the Humane Care and Use of Laboratory Animals. These functions include (but are not limited to): housing and daily animal husbandry of a wide variety of vertebrates; purchase of live vertebrates as well as supplies and equipment related to animal care; performing procedures related to animal health under the direction and guidance of the Attending Veterinarian and Clinical Veterinary staff; provision of research services including surgical assistance and monitoring; and training of research and technical personnel.

The DACT oversees 59,712 sq ft of centralized animal care space in 5 vivaria (buildings) on the Tempe main Campus. The DACT consists of 31 employees.

Potential challenges and concerns:

- The client has daily individuals from the ASU community that enter and egress the facility so proper adherence to established SOP's is critical.
- Tailgating (which is a form of unauthorized entry) is of great concern and a challenge that is very important.
- The protection of intellectual property and research animals.
- Card access to all areas is limited and controlled and visitors must be escorted
- Card-in is required by all
- Potential threats (e.g. unauthorized entry or vandalism) from outside animal rights activists groups.

APPENDIX B – POLYTECHNIC CAMPUS

The Polytechnic campus, located in Mesa, Arizona, in the heart of a growing East Valley, and adjacent to the Williams-Gateway Airport, is home to more than 9,700 students exploring ASU's professional and technological programs. Thousands of square feet of laboratory space make way for project-based learning. The campus has approximately 86 buildings in use for academic programs and student services, including a new academic complex providing 245,000 square feet of additional office, classroom and instructional laboratory space. The complex received the LEED-Gold certification from the U.S. Green Building Council, and at least one building incorporates a small array of solar panels to generate electricity for a seminar room. The campus also serves as housing for non-ASU entities controlled through an ASU contracted property management company.

Polytechnic Campus Specifics

- The research being conducted in state-of-the-art laboratories, greenhouses and clean rooms in the west portion of campus include:
 - Veterinary Teaching Theater,
 - Full-motion flight simulators,
 - The Ottosen Air Traffic Control Simulation Lab
 - Del E. Webb Altitude Chamber Lab, Print & Imaging Lab
 - GIT Commercial Photography Studio
 - Haas Technical Center
 - Fuel Cell Laboratory
 - Engineering Design Studios
 - Advanced Technology Innovation Center.
 - I3DEA Laboratory
 - Laboratory for Enterprise Application Development
- Polytechnic campus' west campus continues to grow and expand and is expected to bring more facilities and multi-use buildings to the campus with a new recreations center, health center, student housing and retail space in the next year.

Potential challenges and concerns

- Proper personnel based on background checks for the protection and safety of K-12 programs and participants.
- The protection of intellectual property.
- Perimeter of campus is shared with the Williams-Gateway Airport.
- Campus Housing for non-ASU entities managed by ASU contracted property managers

APPENDIX C – DOWNTOWN PHOENIX CAMPUS

Downtown Phoenix Campus ASU is fulfilling a compelling vision for revolutionary urban student experience with more than 5000 students enrolled in which the campus combines research with retail, classrooms with culture, in high-tech facilities that make up most of the locations within the city's vibrant neighborhood.

Downtown Phoenix Campus Specifics

Access to the facilities on the Downtown campus is managed through a card system.

- **The Mercado at the DPC** is a set of 6 office/classroom buildings in a plaza setting, which is surrounded by fencing and locked down after-hours. The building is currently guarded 6am -11pm daily. Each of these buildings has a unique purpose and size:
 - a. Merc A - 29,274 square feet – First Floor is comprised offices for the Mary Lou Fulton Teachers College along with a classroom for the College of Nursing. The Second floor houses several general classrooms along with multiple offices for College of Nursing staff.
 - b. Merc B - 23,408 square feet – Mercado B is a multi-use building that houses Mercado Tenants: The Center for Future of Arizona, The Arizona Supreme Court, and Crave Sandwich Café. The facility also houses additional office space for the Mary Lou Fulton Teachers College.
 - c. Merc C - 61,516 square feet – Mercado C first floor has general classrooms used for instruction and special events, along with office space for ASU affiliated departments. The second floor has general classrooms and office space for the College of Nursing Advisors. The second floor also has a lounge area that services both students and ASU personnel. The third floor has space used for general classrooms and events along with office space used by the ASU Meeting and Conference Services. The third floor also has The Center for Health Information and Research department. (CHiR) is a highly restricted department and access is only provided to those within the department and Emergency personnel.
 - d. Merc D - 8,306 square feet – Mercado D offers general office space for ASU affiliated departments.
 - e. Merc E - 6,350 square feet – Mercado E has several College of Nursing instructional labs along with general office space.
 - f. Merc F - 12,317 square feet – Mercado F, first floor houses College of nursing instruction labs along with a few college of nursing staff offices. The second floor has general office space, study area, and a computer lab for the college of nursing students.
- **Cronkite/8 building** is 234,724 GSF and home to the renowned Walter Cronkite School of Journalism and KAET Eight – PSB station. This is a very active 24/7 facility with steady local and nationwide broadcasting. This building has a very diverse population with multiple classroom and student study space. The second/third floor forum stage is used for multiple media and social events each year. The building has a security desk in the lobby and it is guarded 24/7.

- **The University Center** has 296,212 square feet and is home to a many academic departments and student support services. As a multi-use building it includes a library, classrooms, bookstore, retail, office space, and student social settings. The ASU Police Department occupies space on the first level and provides support to the facility. The third floor contains several academic science laboratories that house specialized equipment and chemicals; along with refrigerated storage.
- **Nursing and Health Innovation buildings I (181,385 GSF), and NHI-2 (83,641 GSF):** The Nursing and Health Innovation buildings house student services, research centers, classrooms and offices for the College of Nursing and Health Innovation and the School of Nutrition and Health Promotion. The ASU Health Center is located on the first floor of the NHI I building and offers mental and physical health care services to ASU students, employees and the general public. Also in NHI-1 is the nutrition research kitchen and laboratory, featuring a full educational kitchen with demonstration area. NHI II features an auditorium which can seat 200 and has leading-edge technology.
- **The Post Office** 100,293 GSF, is home to a working Federal Postal Services, a variety of academic administrative offices. I will soon also be home to the new student engagement space (student union/meeting space).
- **The Y@ASU** – Student recreation center (129,000 GSF) – Construction is starting on a new facility to encompass classrooms, health and recreation space including gyms, fitness center, and pool. The project is anticipated to be completed in May 2013.
- **Taylor Place** – Campus Housing for students. This facility is managed by ASU contracted property managers.

Potential challenges and concerns

- Campus is in urban setting and the buildings are shared with non-ASU entities.
- Campus Housing for students managed by ASU contracted property managers.
- Public space is open and accessible to any and all visitors however vagrancy, loitering, sleeping, bathing, and general use as shelter is not welcome.
- Campus proximity to the light rail and the transit station, as well as the Civic Park offers all urban amenities and challenges.

APPENDIX D – WEST CAMPUS

ASU's West Campus located in Glendale, Arizona offers professional and liberal arts degree programs to nearly 9,000 students. Arizona State University at the West campus is a comprehensive campus that balances the tradition of a liberal arts education with responsiveness to the demands and dynamics of work force requirements. Faculty within each of its three colleges are committed to providing undergraduate and graduate teaching and research that is innovative, interdisciplinary, collaborative and solution-based.

The campus is nestled on 300 acres in the heart of northwest Phoenix – the centerpiece of a burgeoning region representing a new frontier of commerce, sports, recreation, arts, and lifelong learning opportunities. Las Casas, a beautiful apartment-style residential complex on the campus' west side, features on-site recreation facilities, including a community center, modern computer lab, tutoring lab, swimming pool, and sand volleyball court.

The campus, designated a Phoenix "Point of Pride," offers more than 50 degrees in undergraduate, graduate and doctoral programs, and each year academic program offerings expand to meet increased work force and marketplace demands. Students can choose degree opportunities in high-demand subjects such as applied computing, natural sciences, teacher education, criminal justice, nursing, global business and accountancy. Graduates are equipped to enter rapidly changing fields such as biotechnology, life sciences, business and education, among others. Faculty administrators engage with the community to develop and deliver distinctive programs that prepare graduates for exciting career paths.

Faculty-student research partnerships address current and emerging societal issues of importance. With a deep understanding of community economic development issues, social justice, and emerging global change, students and alumni serve society in local, regional, national and international capacities.

West Campus Specifics

- Center for Civic Education and Leadership Communication
- Assessment Learning Lab Emotion and Psychophysiology
- Laboratory Health Behavior Research Laboratory Healthy
- Families Laboratory Legal Psychology Laboratory Lifelong
- Learning / Osher Lifelong Learning Institute
- Learning Forever with ASU Professional Development School
- Rodel Foundation of Arizona
- Statistics Lab
- Stress and Social Relationships Lab
- Teach for America

Potential challenges and concerns

- Vast areas of open space create unique challenges
- Proper personnel based on background checks for the protection and safety of K-12 programs and participants.