REQUEST FOR PROPOSAL
EVENT MANAGEMENT SOFTWARE
RFP 081603
DUE: 3:00 P.M., MST, 03/2/16

Deadline for Inquiries 3:00 P.M., MST, 02/16/16
Time and Date Set for Closing 3:00 P.M., MST, 03/02/16
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION I – REQUEST FOR PROPOSAL</td>
<td>3</td>
</tr>
<tr>
<td>SECTION II – PURPOSE OF THE RFP</td>
<td>4</td>
</tr>
<tr>
<td>SECTION III – PRE-PROPOSAL CONFERENCE</td>
<td>5</td>
</tr>
<tr>
<td>SECTION IV – INSTRUCTIONS TO PROPOSERS</td>
<td>6</td>
</tr>
<tr>
<td>SECTION V – SPECIFICATIONS/SCOPE OF WORK</td>
<td>13</td>
</tr>
<tr>
<td>SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS</td>
<td>16</td>
</tr>
<tr>
<td>SECTION VII – PROPOSER QUALIFICATIONS</td>
<td>17</td>
</tr>
<tr>
<td>SECTION VIII – EVALUATION CRITERIA</td>
<td>19</td>
</tr>
<tr>
<td>SECTION IX – PRICING SCHEDULE</td>
<td>20</td>
</tr>
<tr>
<td>SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS</td>
<td>21</td>
</tr>
<tr>
<td>SECTION XI – PROPOSER INQUIRY FORM</td>
<td>22</td>
</tr>
<tr>
<td>SECTION XII – TERMS &amp; CONDITIONS</td>
<td>23</td>
</tr>
<tr>
<td>SECTION XIII – MANDATORY CERTIFICATIONS</td>
<td>37</td>
</tr>
</tbody>
</table>
SECTION I – REQUEST FOR PROPOSAL

RFP 081603

Arizona State University is requesting sealed proposals from qualified firms or individuals for **Event Management Software**.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 **on or before** 3:00 P.M., MST, Wednesday, March 2, 2016 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

Catherine Thart, C.P.M.  
Strategic Sourcing Manager  
Arizona State University  
Purchasing and Business Services

CT/ap
SECTIOII – PURPOSE OF THE RFP

1. INTENT

Arizona State University is seeking a software solution that will enable the University and its component units to plan and schedule events, promote events to potential registrants, manage the registration and attendance processes, execute the events, and track results.

2. BACKGROUND INFORMATION

University units currently use a number of systems and processes for planning and executing events. We are seeking a single platform, or a limited set of platforms, to replace or augment these existing tools. While the University has technical staff who understand the systems with which the event management software will integrate, vendors should include in their proposal an estimate of the time and technical skills that are required to implement their solution, along with costs of implementation for a turn-key delivery.

Arizona State University is a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 80,000 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.

If you would like more information about ASU, please visit us via the World Wide Web. Our home page address is http://www.asu.edu.

3. TERM OF CONTRACT

The initial contract term will be for two (2) year(s) with the possibility of three (3) successive one (1) year renewals, for a total term not to exceed five (5) years. The contract will be available for use by other University departments during this term.
SECTION III – PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.
SECTION IV – INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

3. Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).

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

5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitations are performed under the direct supervision of the Chief Procurement Officer and in complete accordance with University policies and procedures.

6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.
8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.

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

10. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. **A description of the proposers expected efforts to solicit SB & SDB participation should be enclosed with your proposal.**

11. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.

12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 90 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

13. **EXCEPTIONS:** 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 contract between the University and the successful proposer. Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.

14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.

15. **Days:** Calendar days

**May:** Indicates something that is not mandatory but permissible/desirable.
Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

17. All proposals and accompanying documentation will become the property of the University at the time the proposals are opened. It will be the proposer's responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer. If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.

18. All required performance and payment bonds shall be held by the University in a secure location until the performance of the contract and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer's responsibility to request the surety bonding company to submit to the University the necessary documents to approve the release the bonds. Until such time the bonds shall remain in full force and effect.

19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. Unless reasonable objection is made in writing as part of your proposal to this Request for Proposal, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Proposal.

20. 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 proposer, the Community College District and/or Maricopa County may access a contract 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 state so 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 contract 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 proposer, a member of $AVE may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to a member of $AVE, please state so 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 contract 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 email, to:

   Catherine Thart, C.P.M.  
Purchasing and Business Services  
University Services Building  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212  
Email: Catherine.thart@asu.edu

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

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

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 Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.

25. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor’s product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

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

27. To the extent applicable to any contract resulting from this Request for Proposal, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the “HIPAA Privacy Standards”) as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards
necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. **Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer’s breach of its obligations under this paragraph.**

28. 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 or offeror. 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 (10) 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:

Nichol Luoma  
Chief Procurement Officer  
Arizona State University  
PO Box 875212  
Tempe AZ 85287-5212  
Email: nichol.luoma@asu.edu

Please note that as the University takes protests very seriously; we expect you to do so as well. Frivolous protests will not result in gain for your firm.
29. Other Opportunities with the University NOT related to this Request for Proposal.

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 the University’s 380,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with the University, the largest university in the United States, your company can stand above the competition.

ASU alumni represent a responsive target market for your product or service.
- Alumni live worldwide.
- 221,000 of alumni reside in Arizona.
- More than 199,000 alumni live in Maricopa County.
- 38,000 of alumni reside in California.
- 55% of ASU alumni are under the age of 55.
- 85% own their own place of residence.
- 60% earn more than $50,000 annually.
- 40% fall in the top two highest wealth rating categories.
- 14% hold multiple and/or advanced degrees.

Specific partnership opportunities exist in a variety of areas.
- Advertise in the quarterly ASU Magazine, mailed to more than 340,000 homes around the world. The rate card is available for download. [https://magazine.asu.edu/advertising](https://magazine.asu.edu/advertising)
- Sponsor one of the Association’s many programs and events and receive recognition and access to targeted audiences. Events include: Founder’s Day, Homecoming, Travel shows, Career Fairs and many more! Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services.
- Advertise on this Web site or on our 110 Chapter/Club websites or in our electronic newsletters, sent out to more than 200,000 people monthly. Cost is $1000 per month each advertising venue.
- Learn more by viewing our media kit.

Contact Robin Hawkins at 480-965-4631 or robin.hawkins@asu.edu today to start doing business with the Sun Devil nation.

Sun Devil Sports Marketing

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics. Sponsorship opportunities include, but are not limited to, on-premise signage, TV, radio, print, internet, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Greg McElroy at 480-965-2022 or at Greg.McElroy@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:**
  - 3 TV Channels – Eight HD, Eight Life & Eight World
  - Eight Magazine – 50,000 households each month
  - Web views – [www.azpbs.org](http://www.azpbs.org) (100,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses … and more.

Contact: Janine Haley, Eight Corporate Support at 602-496-6202 or [Janine.Haley@asu.edu](mailto:Janine.Haley@asu.edu).
SECTION V – SPECIFICATIONS/SCOPE OF WORK

The software must be able to do the following:

- Support conference-style events with multiple sessions and registration capability
- Provide the ability for exhibitors and sponsors to register
- Permit users to manage their registration(s)
- Provide a real-time check-in function, including mobile capabilities for onsite registration management
- Produce event-related documents and consumables including, but not limited to, custom nametags, table tents, agendas and vouchers
- Provide a registration function that allows attendees to submit information related to medical and personal preferences including, at minimum: demographic data, allergies/dietary restrictions and accommodations for disabilities
- Bi-directionally integrate with Salesforce Accounts, Contacts, Leads, Opportunity, Campaign, Campaign Member and custom objects.
- Provide or integrate with other applications for reporting and evaluation functions, including at minimum: 1) attendance; 2) attendee demographics; 3) budget; 4) customized reports; 5) and surveys (pre- and post-event). Must include import and export capabilities; export capabilities must support popular file formats, such as PDF, CSV, TXT and XLSX. May integrate with Qualtrics for survey functions.
- Permit sharing of common event-related documents, such as site plans, templates and contracts;
- Have the ability to charge for select events, and process payments and refunds;
- Provide a business unit structure that allows university units to manage their own branding, content and other event-related information underneath the university’s umbrella account.
- Provide, at minimum, an internal calendar for event planners and managers to see what is currently planned as well supporting the ability to categorize events based on user determined criteria;
- Permit the creation and electronic sharing/distribution of unit-branded communications and web landing pages;
- Provide the ability to manage event staffing (both employees and volunteers), including assignments and communications
- Permit the creation of a new event through cloning prior events, registration forms, invitations, etc.
- Provide a mobile app that allows attendees to manage their event experience;
- Provide the ability to preserve confidential or private access to some information by permitting field-level security as well as role-based security;
- Meet university standards for security and PCI compliance, including ISO 27001 certification.
- Be able to link or integrate with university and Foundation payment gateways and financial systems;
- Provide marketing communications tools including, but not limited to: email, text messaging, push notifications, landing pages and social media posts for marketing and
managing responses. Alternatively, may integrate with the Salesforce Marketing Cloud to provide these functions.

- Provide tiered levels of access to limit functions based on user level for department-specific to university-wide visibility;
- Be able to provide tiered/flexible pricing algorithms that charge based on criteria such as, but not limited to: dates of registration, number of registrations, affiliation, group pricing, and cancellation fees.
- Be able to enter and store on-campus and off campus venues, facilities, locations and contact information;
- Provide a cloud-based solution.
- Support integration with ASU’s Single Sign on via SAML 2.0 standards.
- Allow variable content and questions on registration forms based on profile data of an event registrant. Must allow variable content and questions on no less than 10 attributes, with ability to do complex logic.
- Ability to filter program offerings based on student data (major, campus, etc.).
- Option of multiple sub-events charging fees with revenue being directly routed to different billing offices (versus all coming into one office as with our current system)

The system should be able to do the following:

- Produce or link to customizable maps to a venue as part of the event confirmation;
- Provide a unit-specific inventory tracking system for event related materials;
- Provide event-related task checklists;
- Integrate or link with Dean Evans EMS and Ad ASTRA for viewing and scheduling on-campus venues;
- Provide the ability to search availability of on-campus and off-campus venues based on flexible criteria;
- Be able to offer a calendar of public events based on audience type (e.g., students, alumni, etc.);
- Be able to add events to Outlook, Google and other client calendars;
- Provide active GPS maps and location tracking for attendees to be able to navigate various event-related locations;
- Manage travel and transportation itineraries for speakers and attendees;
- Provide the ability to manage and preserve seating and table configuration for an individual event; alternatively, may integrate with Social Tables or similar software;
- Have automated custom preferences that can be integrated with Salesforce contact records;
- Generate work orders or email requests for event-related services, such as parking, police and security;
- Provide workflows and be able to link to or house ASU documents that guide event planning;
- Permit the creation and maintenance of a community-shareable supply of event related materials, such as banners, tables, podiums, and so on.
- Enable attendees to register for PDU/CEU credit and produce post-event-completion certificates;
- Be able to create and distribute a speedy RFP for services needed for an event; and
• Be able to evaluate vendors and venues based on level of satisfaction and maintain ratings and comments for other university event planners to review.

Support Structure and Maintenance

• Specifically outline what support and maintenance services are provided for basic license and maintenance fees.
• Is technical support provided by the vendor or contracted to a third-party?
• What are standard hours of support?
• What support is available outside of standard hours and for what charge?
• What is the procedure to report problems?
• What is the response time on a problem report? What SLA’s are in place for technical support?
• Are there any user groups, annual conferences, active user communities for the product?

Upgrades, patches and bug fixes

• How long are past versions supported?
• How frequently are new versions released?
• How is information about upgrades and maintenance conveyed?

Documentation and Help Materials

• Describe all documentation for administrators and representatives available in online and printed formats.
• Describe help options, including context sensitive help, available within the application.
• Describe options for ASU-customized help.
• Describe other resources including product knowledge base, online FAQs, and databases of reported problems.

• Value Added Services/features: Special resources, skills, or services which can be provided by the firm irrespective as to whether addressed as part of this RFP.
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

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

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

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

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

Unless otherwise specified, proposers and 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 minimize packaging and any packaging/packing materials that are provided must meet at least one of, and preferably all, of the following criteria:

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

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

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

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

2. Financial Statements:

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

   Audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

   Firm’s Name
   Confidential – Financial Statements

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

   It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm’s two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

   Firm’s Name
   Confidential – Financial Statements

3. References – Provide a minimum of three past and three current clients using your software. Include the client’s size and describe how their requirements were similar to the ASU scope and specifications. Include the name, title, telephone number, and e-mail address of the individual at the client organization who is most familiar with this engagement.

4. Provide a list, with résumés or biographical statements, of the key individuals who would be assigned to and provide the facility management and support services for ASU.

5. Provide information on each individual’s general role and responsibility within the organization and identify those persons with particular abilities and experience to perform the services required by this RFP.

6. Describe in narrative form your technical plan for accomplishing the work.
7. Review and acceptance of ASU’s Terms and Conditions. Note: all exceptions with justification and alternative language MUST be submitted with the 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:

1. Ability to meet mandatory and desired functionality as per Section V - Specifications /Scope of Work

2. Qualifications and demonstrated expertise as indicated in Section VII.

3. Section IX - Pricing Schedule

4. Acceptance of ASU’s RFP terms and conditions

5. Sustainability Efforts

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

Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal. Any additional costs, fees, and expenses must be detailed in the proposer’s proposal. Any additional expenses not explicitly stated will not be honored by ASU.

SEE ATTACHMENT A - Use this as a guide to break out pricing. Include any other products not listed that add value to your proposal.
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. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal; and

- **One (1) “single”** continuous (no folders) electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and **less than 10 MB**.

  Any “confidential and/or proprietary” documents must be on a separate CD and labeled appropriately.

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

Content of Submittal

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

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

2. Acceptance of ASU’s RFP terms and conditions: **Note: all exceptions with justification and alternative language MUST be submitted with the proposal.**

3. Response to scope of work, Section V

4. Price sheet – Attachment A

5. Response to Qualifications, Section VII
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: ____________________________________________________________

PROPOSAL NUMBER: _______________________________________________________

INQUIRY DEADLINE: __ 3:00 P.M., MST, February 16, 2016 ______________________

QUESTIONS ON: _____ ORIGINAL PROPOSAL or _____ ADDENDUM NO. __________

DATE: ________________________________

WRITER: ________________________________________________________________

COMPANY: ______________________________________________________________

E-MAIL ADDRESS: _________________________________________________________

PHONE: ____________________________ FAX: ________________________________

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 the contract. The payment terms for the contract are Net 30 days.

2. **GOVERNING LAW AND VENUE.** This Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. The University’s obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Contract will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

3. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the contract 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 Contractor, cancel the contract if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, 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 the contract 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 Contractor in providing such gratuities.

6. **MODIFICATIONS.** The contract can be modified or rescinded only in writing and signed by both parties or their duly authorized agents.

7. **ASSIGNMENT-DELEGATION.** No right or interest in the contract shall be assigned, or any obligation delegated, by Contractor without the written permission of the University. Any attempted assignment or delegation by Contractor 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 the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract 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 the contract, 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 the contract unless the contract is exempted under the rules, regulations or orders of the Secretary of Labor.

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

11. **NO WAIVER.** No waiver by University of any breach of the provisions of the contract by the Contractor 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 contract.

12. **TERMINATION.** The University may terminate this Contract with or without cause upon thirty days written notice to Contractor. If this Contract is terminated, the University will have no further obligations other than payment for services already rendered and for expenses previously incurred. The term of this Contract will not exceed five years.

13. **CONFLICT OF INTEREST.** If within three years after the execution of this Contract, Contractor hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then the University may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

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

15. **DISPUTE RESOLUTION.** If a dispute arises under this Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

16. **FAILURE OF LEGISLATURE TO APPROPRIATE.** In accordance with ARS § 35-154, if the University’s performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to Contractor and cancel this Contract without further obligation of The University. Appropriation is a legislative act and is beyond the control of the University.

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 Contractor hereby assigns to the Arizona Board of Regents for and on behalf of the University any and all claims for such overcharges.

18. **RECORDS.** To the extent required by ARS § 35-214, the non-ASU parties to this Contract (jointly and severally, Contractor) will retain all records relating to this Contract. Contractor will make those records available at all reasonable times for inspection and audit by the University or the Auditor General of the State of Arizona during the term of
this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by the University on reasonable notice to Contractor.

19. **INSOLVENCY.** The University shall have the right to terminate the contract at any time in the event Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor 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 Contractor or its business.

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

21. **ASU NAMES AND MARKS.** Contractor will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of the University (ASU Marks), without in each case, the prior written consent of the University. Contractor’s use of any ASU Marks must comply with the University’s requirements including using the ® indication of a registered trademark where applicable.

22. **INDEMNIFICATION.** Contractor will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnitee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligence, acts or omissions of Contractor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors; (ii) a breach of this Contract; or (iii) failure to comply with any applicable law. 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, Contractor waives all rights of subrogation against Indemnitee for losses arising from the services performed or deliverables provided by Contractor under this Contract.

23. **NON-DISCRIMINATION.** The Contractor shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non – discrimination, and immigration.

If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

24. **WARRANTIES.** Contractor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry
standards by Contractor and personnel employed by Contractor reasonably suited by skill, training and experience for the type of Services they are assigned to perform; (ii) Contractor will comply, and will be responsible for ensuring its employees, contractors, subcontractors and agents comply, with all applicable federal, state and local laws in the performance of its obligations hereunder; (iii) Contractor’s performance under the contract will not result in a breach of any other agreement to which Contractor is a party; (iv) all Contract IP will be original creations, and will not infringe upon or violate any Intellectual Property of any third parties; (v) any software developed under the contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (vi) in addition to all implied warranties at law or in equity, any Deliverables furnished will conform to the specifications, drawings, and descriptions created therefor, and to any samples furnished by Contractor; if there is a conflict among the specifications, drawings, and descriptions, the specifications will govern.

25. **INTELLECTUAL PROPERTY OWNERSHIP.** All Intellectual Property that Contractor or any of its employees, contractors, subcontractors or agents may make, conceive, discover, develop or create, either solely or jointly with any other person or persons including the University, pursuant to or in connection with the contract (“Contract IP”), will be owned by the University, and where applicable, all copyrightable works will be considered “Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. § 101, et seq. To the extent that any Contract IP is not, by operation of law, considered work made for hire for the University (or if ownership of all rights therein does not otherwise vest exclusively in the University), Contractor hereby irrevocably assigns, and will cause its employees, contractors, subcontractors and agents to so assign, without further consideration, to the University all right, title and interest to all Contract IP. “Intellectual Property” means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Contractor will make full and prompt disclosure of the Contract IP to the University. During and after the term hereof, Contractor will, and will cause its employees, contractors, subcontractors or agents, on request of the University, to do such acts, and sign, and deliver all such instruments requested by the University to vest in the University the entire right, title and interest to the Contract IP, and to enable the University to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at the University’s cost and expense, to cooperate with the University in the protection and/or defense of the Contract IP and any litigation arising in connection therewith.

26. **CONTRACTOR’S INTELLECTUAL PROPERTY OWNERSHIP RIGHTS.** Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs the University in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to University a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to University in the course of performing the Services.
27. **DATA OWNERSHIP.** As between the parties, the University will own, or retain all of its rights in, all data and information that the University provides to Contractor, as well as all data managed by Contractor on behalf of the University, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through the University’s or Contractor’s use of the Services or Deliverables (collectively, the **ASU Data**). The ASU Data also includes all data and information provided directly to Contractor by the University students and employees, and includes personal data, metadata, and user content. The ASU Data will be the University’s Intellectual Property and Contractor will treat it as the ASU’s confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties, any ASU Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor’s obligations to the University hereunder; or (ii) as authorized in writing by the University. Without limiting the generality of the foregoing, Contractor may not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, the University’s prior written consent. Upon request by the University, Contractor will deliver, destroy, and/or make available to the University, any or all of the ASU Data.

28. **NONDISCLOSURE AND TRADE SECRETS.** Contractor may receive (or has received) from the University and otherwise be exposed to confidential and proprietary information relating to the University’s business practices, strategies, and technologies, ASU Data, as well as confidential information of the University necessary to perform the Services and/or provide the Deliverables (collectively, “**ASU Confidential Information**”). ASU Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to Contractor with the legend “ASU Confidential and Proprietary,” or other designations of confidentiality. As between Contractor and the University, the ASU Confidential Information is the sole, exclusive, and valuable property of the University. Accordingly, Contractor will not reproduce or otherwise use any of the ASU Confidential Information except in the performance of the Services or the provision of the Deliverables, and will not disclose any of the ASU Confidential Information in any form to any third party, either during or after the Term, except with University’s prior written consent. Upon termination of the contract, Contractor will cease using, and will return to the University, all originals and all copies of the ASU Confidential Information, in all forms and media, in Contractor’s possession or under Contractor’s control. In addition, Contractor will not disclose or otherwise make available to the University any confidential information of Contractor or received by Contractor from any third party.

Contractor will have no obligation to maintain as confidential any ASU Confidential Information (other than ASU Data) that Contractor can show: (i) was already lawfully in the possession of or known by Contractor before receipt from the University; (ii) is or becomes generally known in the industry through no violation of the contract or any other agreement between the parties; (iii) is lawfully received by Contractor from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the University sufficient to allow the University to contest such order; or (v) is approved in writing by the University for release or other use by Contractor.

The University is a public institution and, as such, is subject to ARS §§ 39-121 through 39-127 regarding public records. Accordingly, notwithstanding any other provision of
This Contract, any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

29. **INFORMATION SECURITY.** All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed so they are in compliance or are consistent with University’s policies and standards regarding data usage and information security. To diminish information security threats, Contractor will (either directly or through its third party service providers) meet the following requirements:

(a) **Access Control.** Control access to University’s resources, including sensitive ASU Data, limiting access to legitimate business need based on an individual’s job-related assignment. Contractor will, or will cause the system owner to, approve and track access to ensure proper usage and accountability, and Contractor will make such information available to University for review, upon University’s request.

(b) **Incident Reporting.** Report information security incidents immediately to University (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

(c) **Off Shore.** Direct services under the contract will be performed within the borders of the United States. Any services that are described in the contract that directly serve University and may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for University will be performed within the borders of the United States. Unless stated otherwise in the contract, this requirement 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 and to all ASU Data.

(d) **Patch Management.** Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of University. Updates and patch management must be deployed using an auditable process that can be reviewed by University upon University’s request.

(e) **Encryption.** All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.

(f) **Notifications.** Notify University immediately if Contractor receives any kind of subpoena for or involving ASU Data, if any third-party requests ASU Data, or if Contractor has a change in the location or transmission of ASU Data. All notifications to University required in this Information Security paragraph will be sent to University Information Security at Infosec@asu.edu, in addition to any other notice addresses in the contract.

(g) **Security Reviews.** Complete SSAE 16 or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review and approval by University upon University’s request. Currently, no more than two (2) reviews per year are required.

(h) **Scanning and Penetration Tests.** Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in the contract at regular intervals in accordance with industry standards and best practices. Contractor must correct weaknesses within a reasonable period of time, and Contractor must provide results of all tests to University upon University’s request.
(i) University reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.

(j) **Secure Development.** Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning as appropriate prior to releasing new software versions. Contractor will provide internal standards and procedures to University for review and approval upon University request.

### 30. AMERICANS WITH DISABILITIES ACT AND REHABILITATION ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations. All electronic and information technology and products and services to be used by the University faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act as amended and the Section 508 of the Rehabilitation Act of 1973. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

### 31. BACKGROUND CHECKS

To ensure the safety and security of University, Contractor will conduct reference checks, background checks, and fingerprinting ("Screenings") as and when required, on all persons employed or contracted by Contractor to perform work under the contract. The necessity and adequacy of the Screenings will be determined by the type of work each person will be performing under the contract; at a minimum, within 90 days prior to a person commencing work under the contract, Contractor will conduct Screenings on such person as would be required if University were hiring the person. These minimum Screening requirements are set forth in ASU ACD 126 at [http://www.asu.edu/aad/manuals/acd/acd126.html](http://www.asu.edu/aad/manuals/acd/acd126.html) and ARS § 15-1649. During the term of the contract, Contractor will exclude from any direct participation in Contractor’s performance under the contract, any dishonest, unethical, unreasonably dangerous, or otherwise unqualified person. Contractor will maintain as part of the records Contractor is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Contractor will abide by all applicable laws, rules and regulations including the Fair Credit Reporting act and/or any equal opportunity laws, rules, regulations or ordinances.

### WEAPONS, EXPLOSIVE DEVICES AND FIREWORKS

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 the University vehicles, and at all the University or the University affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Contractor to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Contractor (Contractor Notification Parties) of this policy is a condition and requirement of this Contract. Contractor further agrees to enforce this contractual requirement against all Contractor Notification Parties. The University’s policy may be
32. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. For e-commerce business and/or credit card transactions, Contractor will comply with 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.

Contractor must at all times during the term of the contract be in compliance with the then current standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware, and Contractor will provide attestation of compliance to University annually. The technical solution must include the following:

(a) Contractor maintains its own network operating on its own dedicated infrastructure. Contractor’s network includes a firewall that includes access control rules that separate Contractor’s PCI network from University and that restricts any communication between Contractor’s network devices and University systems.
(b) Contractor treats the University network as an untrusted network and encrypts all cardholder data traversing the University network using industry standard encryption algorithms.
(c) A system where University has no ability to decrypt cardholder data.
(d) Devices must be SRED (secure reading and exchange of data) and PTS 3.x compliant. EMV compliance is required by October 1, 2015.

33. PARKING. The Contractor shall obtain all parking permits and/or decals required while performing work on University premises. The Contractor should contact Parking and Transit, http://cfo.asu.edu/pts.

34. TOBACCO FREE. The University is tobacco-free. For details visit www.asu.edu/tobaccofree.

35. CAMPUS DELIVERIES AND MALL ACCESS. Vendors and contractors should familiarize themselves with University parking, campus delivery options and loading zones. Not all campus buildings are directly accessible and some require contractors to unload at lots or loading areas that may not be directly adjacent to the delivery or work location. As a result vendors and contractors must then transport goods by using electric style golf carts, dolly or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for vendor vehicles and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement time and deliveries or work requiring vehicular or cart access may need to be arranged outside of the restricted hours. For details about parking permits, vendor permits, loading zones, mall access, and pedestrian mall restrictions, visit parking.asu.edu. For additional information, go to http://walk.asu.edu/.

36. 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

37. **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 [https://www.sam.gov/index.html/#1#1](https://www.sam.gov/index.html/#1#1).

38. **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.

39. **INSURANCE REQUIREMENTS.**

Without limiting any liabilities or any other obligation of Contractor, Contractor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Contract and in no way limit any indemnity covenants in this Contract. The University does not warrant that these minimum limits are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Contract by Contractor, its agents, representatives, employees, or subcontractors.

**A. Minimum Scope and Limits of Insurance:** Contractor will provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form.** Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
• Blanket Contractual Liability – Written and Oral $1,000,000
• Fire Legal Liability $50,000
• Each Occurrence $1,000,000

a. Policy will 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, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.”
b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Contractor.

2. 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. Policy will 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, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor, involving vehicles owned, leased, hired, or borrowed by Contractor.”
b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Contractor.
c. Policy will contain a severability of interest provision.

3. Worker’s Compensation and Employers’ Liability. Statutory limits, as amended from time to time, and in each case no less than the amounts specified below:

<table>
<thead>
<tr>
<th>Workers Compensation</th>
<th>Employers Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Contractor.
b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS § 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/ Independent Contractor) form.

4. Technology/Network Errors and Omissions Insurance.

• Each Claim $2,000,000
• Annual Aggregate $4,000,000

a. This insurance will cover Contractor’s liability for acts, errors and omissions arising out of Contractor’s operations or Services, including loss arising from unauthorized access or use that results in identity theft or fraud.
b. Coverage will include the following:
- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs;
- Systems analysis;
- Software Design;
- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing including outsourcing development and design;
- Systems design, consulting, development and modification;
- Training services relating to computer software or hardware;
- Management, repair and maintenance of computer products, networks and systems;
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
- Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.

c. If the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy will precede the effective date of this contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

d. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

B. **Additional Insurance Requirements:** All policies will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. 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 will be covered to the full limits of liability purchased by Contractor, even if those limits of liability are in excess of those required by this Contract.
2. Contractor’s insurance coverage will be primary insurance with respect to all other available sources.

3. Coverage provided by Contractor will not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice of Cancellation:** With the exception of 10 day prior written notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above will require thirty days prior written notice sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512 and will be sent by United States certified mail, return receipt requested.

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 Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract must be sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512. The University’s project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and/or the University reserve the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

G. **Approval.** These insurance requirements are the standard insurance requirements of the University. Any modification or variation from the insurance requirements in this Contract will require the approval of the Arizona Department of Administration Risk Management Section.

40. **SALES AND USE TAX.** The Contractor 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 Contractor 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 Contractor 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.

41. PERSONNEL. Employees of the Contractor 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.

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 the contract 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 Contractor 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 the contract in order to acquire similar equipment from another party.

43. PRICE ADJUSTMENT. Price changes will normally only be considered at the end of one contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Contractor. The University will not approve price increases that will merely increase the gross profitability of the Contractor at the expense of the University. Price change requests shall be a factor in the contract 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. ARIZONA STATE UNIVERSITY CONFIDENTIAL FINANCIAL INFORMATION AGREEMENT. A separate 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.

45. STUDENT EDUCATIONAL RECORDS. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Contractor will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the University or as otherwise provided by law. If this Contract contains a scope of work or any provision that requires or permits Contractor to access or release any student records, then, for purposes of this Contract only, the University hereby designates Contractor as a “school official” for the University under FERPA, as that term is used in FERPA and its implementing regulations. As such, Contractor will comply with FERPA and will not make any disclosures of the University students’ educational records to third parties without prior notice to, and consent from, the University or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by Contractor or its employees and agents must comply with the University’s definition of legitimate educational purpose, which definition can be found at: SSM 107-
01: Release of Student Information (http://www.asu.edu/aad/manuals/ssm/ssm107-01.html). If Contractor violates the terms of this section, Contractor will immediately provide notice of the violation to the University.

46. ARBITRATION IN SUPERIOR COURT. As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

47. RESPONSIBILITY. Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party’s direction and supervision. Notwithstanding the terms of this Contract or any other document or agreement: (i) other than for employees and contractors acting under the University’s direction and supervision, the University is not responsible for any actions of any third parties, including its students; and (ii) no person may bind the University unless they are an authorized signatory of the University, as set forth in PUR-202, which can be found at: http://www.asu.edu/counsel/manual/signatureauthority.html.

48. AUTHORIZED PRESENCE REQUIREMENTS. As required by ARS § 41-4401, the University is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Contractor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. The University retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.
SECTION XIII – MANDATORY CERTIFICATIONS

Conflict of Interest Certification
Federal Debarred List Certification
Anti-Lobbying Certification
Legal Worker Certification
Supplier Sustainability Questionnaire
ASU FATCA Compliant Sub W-9 & Vendor Authorization Form

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

_____________________
(Date)

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

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

(   ) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.

(   ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

________________________________  _______________ ________________
(Firm)       (Address)

________________________________  _______________ ________________
(Email Address)

________________________________  _______________ ________________
(Signature required)       (Phone)

________________________________  _______________ ________________
(Print name)       (Fax)

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

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

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

_____________________

(Date)

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

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

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

(A) (check one) Are (     ) or are not (    ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) can be found at https://www.sam.gov/index.html/#1#1.)

(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)

(Federal Debarred List Continued)
(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)
<table>
<thead>
<tr>
<th>(Firm)</th>
<th>(Address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Email Address)</td>
<td></td>
</tr>
<tr>
<td>(Signature required)</td>
<td>(Phone)</td>
</tr>
<tr>
<td>(Print name)</td>
<td>(Fax)</td>
</tr>
<tr>
<td>(Print title)</td>
<td>(Federal Taxpayer ID Number)</td>
</tr>
</tbody>
</table>

(Anti-Lobbying Certificate)
(Purchasing 01-31-2007)
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, University is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with Arizona Revised Statutes §23-214-A. Contractor warrants that it complies fully with all applicable federal immigration laws and regulations that relate to its employees, that it shall, as applicable or required under Arizona Revised Statutes §23-214A, verify, through the e-verify 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 to work on the contract, and that it shall, as applicable or required under Arizona Revised Statutes §23-214A, require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.

A breach of the foregoing warranty shall be deemed a material breach of the contract. In addition to the legal rights and remedies available to the University hereunder and under the common law, in the event of such a breach, the University shall have the right to terminate the contract. Upon request, the University shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

________________________________  _______________ _________________
(Firm)       (Address)

________________________________  _______________ _________________
(Email address)

________________________________  _______________ _________________
(Signature required)     (Phone)

________________________________  _______________ _________________
(Print name)      (Fax)

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

(Purchasing 06-23-2014)
The Supplier Sustainability Questionnaire is used to help the University understand how sustainable a supplier is. Sustainability is an important goal for the University, and as such, we expect our suppliers to help us support this goal. There are two (2) different questionnaires posted, one is for large companies while the other is for small businesses. A company is considered to be large when there are more than 100 fulltime employees or over 4 million dollars in annual revenue generated.

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY

Firm Name: ______________________  Date: ______________________

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

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:

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

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

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

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

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

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

**Sustainability Practices**

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

**Community**

1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?
The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:

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

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

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

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

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

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

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

8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?

9. Name any third party certifications your firm has in regards to sustainable business practices?

10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?

2. What educational programs does your firm have to develop employees?

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

Energy
Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:
- [http://www.ghgprotocol.org/calculation-tools](http://www.ghgprotocol.org/calculation-tools)

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

Solid Waste
The EPA’s pre-built excel file to help measure and track your waste and recycling:
- [http://www.epa.gov/smm/wastewise/measure-progress.htm](http://www.epa.gov/smm/wastewise/measure-progress.htm)

Greenbiz’s comprehensive guide to reducing corporate waste:

Water Waste
BSR’s guide on how to establish your water usage:

EPA information about conserving water:
- [http://water.epa.gov/pollut綜/nps/chap3.cfm](http://water.epa.gov/pollut綜/nps/chap3.cfm)

Packaging
Links to get you started on sustainable packaging:
- [http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm](http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm)

Sustainability Practices
Ideas for alternative transportation programs:

The EPA environmentally preferable purchasing guidelines for suppliers:
- [http://www.epa.gov/epp/](http://www.epa.gov/epp/)
EPA life cycle assessment information:
  o http://www.epa.gov/nrmrl/std/lca/lca.html

Green Seal green products & services:
doctDetail&cid=16

Ecologo cleaning and janitorial products:

EPA information on sustainable landscape management:
  o http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm
**Financial Services**

**FATCA Compliant Substitute W-9**

---

**RETURN TO ASU**

ATTN: Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.

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

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

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

- **DBA/Branch/Location:**

  - ADDRESS LINE 1:
  - ADDRESS LINE 2:
  - CITY:
  - ST:
  - ZIP:

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

- **DBA/Branch/Location:**

  - ADDRESS:
  - ADDRESS LINE 2:
  - CITY:
  - ST:
  - ZIP:

- **ENTITY TYPE (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)**

  - [ ] Individual (not a business)
  - [ ] Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC
  - [ ] Corporation (not providing health care, medical or legal services) (EP: 5)
  - [ ] Corporation (providing health care, medical or legal services) (EP: 5)
  - [ ] Partnership, LLP or partnership organized as LLC or PLLC
  - [ ] The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)
  - [ ] A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)
  - [ ] Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)
  - [ ] An international organization or any of its agencies or instrumentalities (EP: 4)
  - [ ] State of Arizona employee

- Corporations: Is your or an affiliated company’s stock regularly traded on one or more established security markets?
  - [ ] Yes [ ] No (FC: D/E)

- **CERTIFICATION**

  Under penalties of perjury, I certify that:

  1. The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me).
  2. I am not subject to backup withholding because I am exempt from backup withholding, 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 the IRS has notified me that I am no longer subject to backup withholding.
  3. I am a U.S. citizen or other U.S. person (defined below).
  4. The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct.

**Certification instructions.** You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

- **Signature of U.S. Individual**
- **Date:**

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

TIN:

Are you doing business in Arizona for purposes of sales/use tax collection and remittance?  

☐ Yes  ☐ No  

If you select Yes, please provide your Arizona License # and sales/use tax rate charged  

%  DUNS#

### SECTION 1 - FEDERAL INFORMATION

**What is your business’ federal classification type?** See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102)  

[http://www.sba.gov/size](http://www.sba.gov/size)

<table>
<thead>
<tr>
<th>Large Business?</th>
<th>YES ☐ NO ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business?</td>
<td>YES ☐ NO ☐</td>
</tr>
</tbody>
</table>

Please check all that apply to your business for the federal supplier type:

<table>
<thead>
<tr>
<th>Service-Disabled Veteran-Owned (VD)</th>
<th>Small Disadvantaged (SD)</th>
<th>Women-Owned (WO)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Veteran-Owned (VO)</td>
<td>Minority Institution (MI)</td>
<td>HUB Zone (HZ)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION

Are you self-certified according to this State of Arizona definition?  

“Less than 100 full-time employees OR less than $4 million in volume in the last fiscal year”  

YES ☐ NO ☐  

Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUB Zone small, small disadvantaged or women-owned small business concern 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:  

Email:

**VENDOR:** List the product or service provided.  

If the buyer name is listed, please return to the buyer.

<table>
<thead>
<tr>
<th>Buyer:</th>
<th>Phone:</th>
<th>Email:</th>
</tr>
</thead>
</table>

**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.