REQUEST FOR PROPOSAL
AD HOC DOMESTIC AND INTERNATIONAL TAX CONSULTING
RFP 261602
DUE: 3:00 P.M., MST, 4/1/16
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(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.)
SECTION I – REQUEST FOR PROPOSAL

RFP 261602

Arizona State University is requesting sealed proposals from qualified firms or individuals for **AD HOC DOMESTIC AND INTERNATIONAL TAX CONSULTING**.

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 PM, MST on Friday, April 1, 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

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LeAnn Wong
Sr. Buyer

lw/ap
SECTION II – PURPOSE OF THE RFP

1. **INTENT**

   Arizona State University is looking for outside organizations to council on various domestic and international tax advices. This advice can range from employment treatment, risk assessment, compliance, international tax, and employment issues. The purpose of this RFP is for the awarded organization to assist in various projects at the discretion of the University relating to these subjects on an as-needed basis.

2. **BACKGROUND INFORMATION**

   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.

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

3. **TERM OF CONTRACT**

   The initial contract term will be for one (1) year with the possibility of four (4) 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

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

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 60 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 facsimile, to:

LeAnn Wong  
Purchasing and Business Services  
University Services Building  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212  
Tel: 480-965-5378  
E-mail: leann.wong@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 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  
Director of Purchasing and Business Services  
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 mo. per 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

Arizona State University has many initiatives, proposals, and grants underway which include the possibility of having University employees, operations, or partnerships located in foreign countries. This can include residents of foreign countries, expatriates, or University employees temporarily in a foreign country. The University requires expertise as it relates to the laws, regulations, risk assessment, and compliance of the countries as well as occasional domestic tax issues.

The Consultant must be able to provide the following services for the University:

- Telephone, email, video-conference, and scheduled in-person support
- Professional consulting services regarding tax and compliance issues for ASU
- Risk and benefits analysis for ASU projects
- Cost and Risk analysis for fringe benefits, international tax compliance questions, other country compliance rules and risk analysis, and other country tax compliance forms
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. The Proposer should have ample experience in international tax and employment laws and compliance, it is preferred they also have experience in US tax and compliance. Please provide background, including several, up to seven, examples of applicable experience.

3. Describe the firm’s experience in providing this service or experience most like this contract, with particular deference to experience with other large universities. Please limit each of the descriptions to a maximum of two (2) pages.

4. Submit three (3) present Client References comparable in size and scope of this RFP. References should be verifiable and should be able to comment on the firm’s experience, with a preference related to services similar to this Contract. Include the name, title, telephone number, and e-mail address of the individual at the client organization who is most familiar with this engagement.

5. Provide an organizational chart that provides organizational sections, with the section that will have responsibility for performing this Contract clearly noted (if applicable).

6. Review and acceptance of ASU standard contract terms. Note: all exceptions with justification and alternative language MUST be submitted with the proposal.

7. Value Adds: Include any special resources, skills or services which can be provided by the firm in addition to the required scope.
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. Response to Section V, Scope of Work (no more than 10 pages)
2. Response to Section VII, Proposer Qualifications
3. Response to Section IX, Pricing Schedule (no more than 10 pages)
5. Response to Supplier Sustainability Questionnaire
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. Include consulting fees and expected reimbursables, if applicable. Also provide position level detail and hourly fees.
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 and Substitute W-9 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 Section V, Scope of Work (no more than 10 pages)

4. Response to Section VII, Proposer Qualifications

5. Response to Section IX, Pricing Schedule (no more than 10 pages)

6. Response to Supplier Sustainability Questionnaire
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc. should be email to LeAnn.Wong@asu.edu

PROJECT NAME: ____________________________________________

PROPOSAL NUMBER: _________________________________________

INQUIRY DEADLINE: 5:00 P.M., MST, March 16, 2016

QUESTIONS ON: _____ORIGINAL PROPOSAL or _____ADDENDUM NO. ____________

DATE: ________________________________

WRITER: __________________________________________

COMPANY: ____________________________________________

E-MAIL ADDRESS: ______________________________________

PHONE: ________________________ FAX: ______________________

QUESTIONS:

________________________________________________________________________

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SECTION XII – SAMPLE CONSULTANT AGREEMENT

THIS AGREEMENT is made by and between the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University ("ASU") and ___________________________ 1 ("Consultant"), effective as of _____________, 2016 (the “Effective Date”).

In consideration of the mutual obligations specified in this Agreement, the parties agree as follows:

1. Engagement; Consulting Services. ASU retains Consultant, as of the Effective Date, and Consultant accepts such engagement, to perform the services as and when described on Exhibit A (the “Services”). As part of the Services, Consultant will deliver to ASU all goods, reports, code, documents, software, and other materials (the “Deliverables”) as may be set forth on Exhibit A.

2. Compensation. ASU will pay Consultant for the Services as and when set forth on Exhibit B. Unless set forth with specificity on Exhibit B, Consultant will be solely responsible for all expenses incurred in connection with Consultant’s obligations under this Agreement. All payments will be made in Consultant’s legal name as set forth in the opening paragraph.

3. Term and Termination. The obligations of the parties will commence on the Effective Date and, unless previously terminated as provided herein, expire on the earlier of the date that the Services are completed, or ___________ months after the Effective Date (the “Term”). Total Term will not exceed 5 years. ASU may terminate this Agreement with or without cause upon 10 days’ prior written notice to Consultant. Upon termination, ASU will have no further obligations to Consultant other than payment for Services rendered and Deliverables delivered, in each case as of the effective date of termination. All provisions of this Agreement that anticipate performance after the termination of this Agreement, and all provisions necessary to interpret and enforce such provisions, will survive termination of this Agreement.

4. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant’s employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Consultant, the “Consultant Parties”), will be employees, agents, partners, or joint venturers of ASU. ASU will provide no employee benefits to the Consultant Parties, including worker's compensation coverage. None of the Consultant Parties will be eligible for any benefits from ASU, nor will ASU make deductions from any amounts payable to Consultant for taxes. Taxes for any amounts paid to Consultant will be Consultant’s sole responsibility.

5. Hours; Business Operations. Consultant will determine Consultant’s hours of work. ASU will not set working hours for Consultant. ASU will not combine the business operations of ASU with Consultant; these operations will be maintained separately. Consultant will provide all tools, equipment, and supplies Consultant may determine to be necessary to perform the Services, and Consultant will obtain and maintain in full force and effect all business registrations or licenses required to perform the Services.

6. Supervision. Consultant is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by ASU. The conduct and control of work under this Agreement lies solely with Consultant, and ASU is interested only in final results.

1 Insert full legal entity name. If Consultant is a corporation, partnership, or llc, include corporate suffix and state of formation. If Consultant is an individual, state full legal name and then state whether consultant is married or single and whether Consultant is dealing with Consultant’s community or sole and separate property.

261602 RFP

Rev 5/28/15
7. **Records and Reports.** Within 10 days after the last day of each month during the Term, Consultant will provide to ASU, in writing, a reasonably detailed summary of Services rendered by Consultant during the month just ended. In addition, Consultant will provide interim written reports concerning the performance of the Services as and when ASU may request from time to time, and upon termination will, if requested by ASU, provide a final written report regarding the Services.

8. **Nondisclosure and Trade Secrets.** Consultant may receive (or has received) from ASU and otherwise be exposed to confidential and proprietary information relating to ASU’s business practices, strategies, and technologies, as well as confidential information of ASU necessary to perform the Services (collectively, “ASU Confidential Information”). ASU Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to Consultant with the legend “ASU Confidential and Proprietary,” or other designations of confidentiality. Consultant will have no obligation to maintain as confidential any ASU Confidential Information that Consultant can show: (i) was already lawfully in the possession of or known by Consultant before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement between the parties; (iii) is lawfully received by Consultant from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by Consultant.

As between Consultant and ASU, ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Accordingly, Consultant will not reproduce or otherwise use any ASU Confidential Information except in the performance of the Services, and will not disclose any ASU Confidential Information in any form to any third party, either during or after the Term, except with ASU’s prior written consent. Upon termination of this Agreement, Consultant will cease using, and will return to ASU, all originals and all copies of ASU Confidential Information, in all forms and media, in Consultant’s possession or under Consultant’s control. In addition, Consultant will not disclose or otherwise make available to ASU in any manner any confidential information of Consultant or received by Consultant from any third party.

9. **Data Use and Ownership.** ASU will own, or retain all of its rights in, all data and information that ASU provides to Consultant, as well as all data managed by Consultant on behalf of ASU, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Consultant, as well as all data obtained or extracted through ASU’s or Consultant’s use of the Services or Deliverables (collectively, the “ASU Data”). The ASU Data includes student data, metadata, and user content. The ASU Data will be ASU’s Intellectual Property and Consultant will treat it as ASU’s confidential and proprietary information. Consultant will not use, access, disclose, or license or provide to third parties, any ASU Data, or any materials derived therefrom, except: (i) for Consultant’s internal, non-commercial purposes; (ii) to the extent necessary to fulfill Consultant’s obligations to ASU hereunder, or; (iii) as authorized in writing by ASU. Without limiting the generality of the foregoing, Consultant 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, ASU’s prior written consent. Upon request by ASU, both during and after the term of this Agreement, Consultant will deliver, destroy, and/or make available to ASU, any or all of the ASU Data.

10. **Ownership and Assignment of Work Product.** All Intellectual Property that any of the Consultant Parties may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including ASU, pursuant to or in connection with the Services (the “Contract IP”), will be owned by ASU, and where applicable, all copyrightable Contract IP 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, agreement or otherwise considered work made for hire for ASU (or if ownership of all rights therein do
Consultant's Intellectual Property Ownership Rights. Consultant 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 Consultant informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Consultant hereby grants to ASU 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 ASU in the performance of the Services.

12. Warranties. Consultant 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 persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) Consultant will comply, and will be responsible for ensuring Consultant Parties comply, with all applicable federal, state and local laws in the performance of this Contract; (iii) Consultant owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any Intellectual Property of any third parties; (iv) no code or software developed or delivered by Consultant under this Agreement will contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (v) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.

13. No Debarment. None of the Consultant Parties, directly or indirectly or through subcontractors, have been suspended, excluded from participation in or penalized by any Federal or State procurement, nonprocurement or reimbursement program. Consultant affirms that it has confirmed the above statement by checking The System for Award Management (SAM) (https://www.sams.gov/portal/SAM/#1) within 180 days prior to commencing Services. Consultant will provide immediate written notice to ASU upon the subsequent exclusion of any of the Consultant Parties, or upon learning of any investigation or proposed action that could result in such exclusion.

14. Notices. Any notices required or permitted hereunder will be given to the appropriate party at the address specified on the signature page or at such other address as the party specifies in writing. Each notice will be deemed given and received upon personal delivery, delivery against receipt via FedEx or a similar express delivery service, or 24 hours after being sent via facsimile (with machine confirmation of receipt).

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

16. **Conflict of Interest.** If within 3 years after the execution of this Contract, Consultant hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Agreement as provided in Arizona Revised Statutes ("ARS") § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

17. **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.

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

19. **Records.** To the extent required by A.R.S. § 35-214, Consultant will retain all records relating to this Agreement. Consultant will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. Consultant will provide the records at ASU, Tempe, Arizona, or another location designated by ASU on reasonable notice to Consultant.

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

21. **Weapons, Explosive Devices, and Fireworks.** ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in A.R.S. § 12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Consultant to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Consultant ("Consultant Notification Parties") of this policy is a condition and requirement of this Agreement. Consultant will enforce this contractual requirement against all Consultant Notification Parties. ASU's policy may be accessed through the following web page: http://www.asu.edu/aad/manuals/pdp/pdp201-05.html.

22. **Indemnification by Consultant.** Consultant will indemnify, defend, 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 negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, members, managers, agents, employees, or subcontractors, (ii) a breach of this Agreement, or (iii) failure to comply with any applicable law (collectively, "Claims"). Consultant will be responsible for primary loss investigation, defense and
judgment costs where this indemnification is applicable. In consideration of the award of this contract, Consultant waives all rights of subrogation against Indemnitee for losses arising from the Services performed or Deliverables provided by Consultant under this Agreement.

23. **ASU Names and Marks.** Consultant will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (the “ASU Marks”), without in each case, the prior written consent of ASU. The use of any ASU Marks must comply with the ASU’s requirements including using the ® indication of a registered trademark where applicable.

24. **Information Security.** All systems that contain 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 and Services must be managed in such a way that they are in compliance or are consistent with ASU’s policies and standards regarding data usage and information, including ASU’s information security requirements, as they may be amended from time to time, and that are set forth at the following web page: [http://links.asu.edu/infosec_contract_language](http://links.asu.edu/infosec_contract_language).

25. **Background Checks.** To ensure the safety and security of ASU, Consultant will conduct reference checks, background checks, and fingerprinting (“Screenings”) as and when required, on all persons employed or contracted by Consultant to perform work under this Contract. The necessity and adequacy of the Screenings will be determined by the type of work each person will be performing under this Agreement. At a minimum, within 90 days prior to a person commencing work under this Agreement, Consultant will conduct Screenings on such person as would be required if ASU 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, Consultant will exclude from any direct participation in Consultant’s performance hereunder, any dishonest, unethical, unreasonably dangerous, or otherwise unqualified person. Consultant will maintain as part of the records Consultant is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Consultant 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.

26. **Insurance Requirements.** Consultant will (and will cause its subcontractors to) procure and maintain until all of Consultant’s obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance as described on Exhibit C.

27. **Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”). Consultant 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 ASU or as otherwise provided by law. If this Agreement contains a scope of work or any provision that requires or permits Consultant to access or release any student records, then, for purposes of this Agreement only, ASU hereby designates Consultant as a “school official” for ASU under FERPA, as that term is used in FERPA and its implementing regulations. As such, Consultant will comply with FERPA and will not make any disclosures of ASU students’ educational records to third parties without prior notice to, and consent from, ASU or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by Consultant or its employees and agents must comply with ASU’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](http://www.asu.edu/aad/manuals/ssm/ssm107-01.html)). If Consultant violates the terms of this section, Consultant will immediately notify ASU of the violation.
28. **Authorized Presence Requirements.** As required by A.R.S. § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the e-verify program). Consultant 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 A.R.S. § 23-214(A). A breach of this warranty will be a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the warranty stated above.

29. **Leased Employees.** Consultant will determine and inform ASU if any leased employees are retired members of the Arizona State Retirement System prior to the leased employee performing any work under this Contract.

30. **Tobacco-Free University.** ASU is tobacco free. For details, visit [www.asu.edu/tobaccofree](http://www.asu.edu/tobaccofree).

31. **Outside Services; Notification.** Consultant is free to perform work for entities other than ASU as long as such services do not violate Consultant’s obligations under this Agreement. Consultant authorizes ASU to notify any actual or future employers or clients of Consultant of Consultant’s obligations hereunder.

32. **Offshore Performance of Work Prohibited.** Due to security and identification protection concerns, direct Services under this Agreement will be performed within the borders of the United States. Any Services that are described in the scope of work that directly serve ASU and may involve access to secure or sensitive data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in the scope of work, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers.

33. **Construction.** Each party acknowledges that it has had the opportunity to participate in the drafting of, and to have its legal counsel review, this Agreement. Consultant is not relying on the advice or counsel of any individuals employed by ASU in entering into this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied in interpreting this Agreement.

34. **Americans with Disabilities and Rehabilitation Acts.** Consultant 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 ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act as amended and 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.

35. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU’s obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.
IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date

Arizona Board of Regents for and on behalf of Arizona State University

By: ______________________________
Name: ______________________________
Title: ______________________________
Date Signed: _________________________

NOTICE ADDRESS:

____________________________________
____________________________________
____________________________________
Attn: ________________________________

Contracting Party:

By: ______________________________
Name: ______________________________
Title: ______________________________
Date Signed: _________________________

NOTICE ADDRESS:

____________________________________
____________________________________
____________________________________
Attn: ________________________________

Exhibit A – Services and Deliverables
Exhibit B – Consideration
Exhibit C – Insurance Requirements

Additional Provisions to Consider:
PCI Language
Federally Funded Services
EXHIBIT A – SERVICES AND DELIVERABLES

Service and deliverables will include a combination of conference calls and memos as well as other deliverables that will be requested on a case by case basis. Topics of consulting will include:

- Risk of certain international operations by country, this includes employer risk, potential tax and legal obligations both in business and in employment scenarios.

- Consulting on contracts and joint ventures with other international partners and projects. This may involve for profit companies, foreign governments and grant monies.

- Advice on certain fringe benefit and compensation issues. These may be domestic or international and could include ex-pat agreements, non-cash fringe benefits or other scenarios.

- Consulting on SALT issues, specifically around Arizona TPT rules and positions.

- Ad-Hoc tax consulting on various other domestic tax matters which may include tax credits, compensation issues, international issues, state and local issues and tax exempt issues.
Compensation should be a mix of hourly and fixed price arrangements with the hourly rate negotiated and the fixed price agreed upon prior to a specific statement of work beginning.
EXHIBIT C – INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligations of Consultant, Consultant 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 Agreement, 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 Services.

These insurance requirements are minimum requirements for this Agreement and do not limit any indemnity covenants contained in this Agreement. ASU does not warrant that these minimum limits are sufficient to protect Consultant from liabilities that might arise out of the performance of the Services by Consultant or the Consultant Parties, and Consultant is free to purchase additional insurance.

A. Minimum Scope and Limits of Liability: Consultant 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 Consultant.”

   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 Consultant.

2. Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

   • 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 Consultant, involving vehicles owned, leased, hired, or borrowed by Consultant.”

   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 Consultant.

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:

Workers Compensation
Employers Liability
- Each Accident $1,000,000
- Disease – Each Employee $1,000,000
- Disease – Policy Limit $1,000,000

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 Consultant.

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

4. **Professional Liability** (Errors and Omissions Liability)

- Each Claim $1,000,000
- Annual Aggregate $2,000,000

a. If the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy will precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Agreement is completed.

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

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 Consultant, even if those limits of liability are in excess of those required by this Agreement.

2. Consultant’s insurance coverage will be primary insurance with respect to all other available sources.

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

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 Agreement in the insurance policies above will require 30 days prior written notice sent directly to Director of Risk Management, Arizona State University, PO Box 876810, Tempe, AZ, 85287-6810 and shall 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 (A minus seven). The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Consultant from potential insurer insolvency.

E. **Verification of Coverage:** Consultant will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. 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 ASU before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement must be sent directly to Director of Risk Management, Arizona State University, PO Box 876810, Tempe, AZ 85287-6810. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and/or ASU reserve the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

F. **Subcontractors:** Consultant’s certificate(s) will include all subcontractors as insureds under its policies or Consultant will furnish to ASU 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 ASU. Any modification or variation from these insurance requirements will require the approval of the Arizona Department of Administration, Risk Management Section.
SECTION XIII – MANDATORY CERTIFICATIONS

(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)
(Firm)......................................................................................................................(Address)

(Email Address)........................................................................................................

(Signature required)...................................................................................................

(Phone).......................................................................................................................(Fax)

(Print name)................................................................................................................

(Federal Taxpayer ID Number)....................................................................................

(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, ASU 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?
SUPPLIER SUSTAINABILITY QUESTIONNAIRE – SMALL COMPANY

Firm Name: ___________________________ Date: ___________________________

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

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
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
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/polwaste/nps/chap3.cfm

Packaging
Links to get you started on sustainable packaging:

Sustainability Practices
Ideas for alternative transportation programs:
The EPA environmentally preferable purchasing guidelines for suppliers:
  o 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:

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.

<table>
<thead>
<tr>
<th>Taxpayer Identification Number (TIN)</th>
<th>Employer ID Number (EIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(must match TIN)</td>
<td>Social Security Number (SSN)</td>
</tr>
</tbody>
</table>

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

**DBA/Branch/Location:**

**ADDRESS:**

**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.
**Financial Services**

**Vendor Authorization Form**

**RETURN TO ASU** | **DO NOT SEND TO IRS**
---|---

**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)

| Large Business? | [ ] YES | [ ] NO | [ ] |
| Small Business? | [ ] YES | [ ] NO | [ ] |

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

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

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

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.

| Buyer: | Phone: | Email: |
---|---|---|

**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.