REQUEST FOR PROPOSAL
CLINICAL LABORATORY PROCEDURES AND SERVICES
RFP 341605
DUE: 3:00 P.M., MST, 01/29/16

Time and Date of Pre-Proposal Conference       2:00 P.M., MST, 01/15/16
Deadline for Inquiries                        5:00 P.M., MST, 01/19/16
Time and Date Set for Closing                 3:00 P.M., MST, 01/29/16
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SECTION I – REQUEST FOR PROPOSAL

RFP 341605

Arizona State University is requesting sealed proposals from qualified firms or individuals for Clinical Laboratory Procedures and Services.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 on or before January 29, 2016 at 3:00 P.M., 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

Lorenzo Espinoza

_________________________
Lorenzo Espinoza
Buyer, Sr. – University Business Services

LE/AP
SECTION II – PURPOSE OF THE RFP

1. INTENT

The purpose of this proposal is to secure a contract for the provision of clinical laboratory procedures for diagnostic tests to be performed for Arizona State University Health Services according to the requirements of this proposal. ASU reserves the right to issue multiple awards for this bid if it is in the University’s best interest.

The facilities that will be served by this contract are:

ASU Health Services-Tempe
451 E. University Dr
Tempe, AZ 85287-2104

ASU Health Services-South
C/O Sonora Center
1480 S. Rural Rd., Room A21
Tempe, AZ 85281

ASU Health Services-SDA
PO Box 872104
Tempe, AZ 85287-2104

ASU Health Services-SDFC
C/O Sun Devil Fitness Complex
400 E. Apache, Room #130
Tempe, AZ 85281

ASU Health Services-West
University Center Building, Room 190
4701 West Thunderbird Road
Glendale, AZ 85306

ASU Health Services-Polytechnic
7332 E. Sun Devil Mall
Mesa, AZ 85212

ASU Health Service-Downtown
500 N 3rd St., STE 155
Phoenix, AZ 85004
2. BACKGROUND INFORMATION

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

ASU is one university in many places. In addition to the historic Tempe campus, a college town in the midst of a dynamic metropolitan region, ASU comprises three other campuses: ASU at the West campus in northwest Phoenix adjacent to Glendale, ASU at the Polytechnic campus in Mesa, and the Downtown Phoenix campus in the city’s urban core. ASU envisions the downtown Phoenix campus to serve 10,000 to 15,000 students with an active 24/7 environment that includes academics, housing, retail, and cultural programs and entertainment.

ASU seeks to provide the best possible education to the broadest possible spectrum of society, embracing the educational needs of the entire population. By the year 2020, ASU is projected to enroll 90,000 students. ASU champions diversity and is international in scope, welcoming students from all 50 states and nations across the globe. ASU is an active partner with the private sector in initiatives to enhance the social well-being, economic competitiveness, cultural depth, and quality of life of metropolitan Phoenix and the state.

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

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

- Additional information about Arizona State University can be accessed via the Internet at http://www.asu.edu.

Our Accreditation

ASU Health Services (Tempe, Downtown, Polytechnic, West, South, SDFC, and SDA) is fully accredited by the Accreditation Association for Ambulatory Health Care
This certification is at the highest level (for three years) and recognizes our commitment to high quality medical care in the areas of quality improvement and quality of care provided, clinical records, pharmaceutical services, laboratory and x-ray services and health education.

Our Vision

To be the national model of higher education health care delivery and an integral part of the New American University.

Our Mission

The mission of the ASU Health Services (ASUHS) is to provide high quality health care that is accessible, affordable and compassionate in order to ensure the well-being and educational success of students at Arizona State University. Through our internal and external academic partners, the ASU Health Services faculty and staff are an integral part of the New American University. The ASU Health Services provides medical care to faculty and staff that supports the university mission.

ASU Laboratory Services

ASU Health Services is a student services unit in the ASU Educational Outreach and Student Services division. Health Services laboratory testing is a current service available to the 83,000 students at Arizona State University. Currently ASU Health Services (Tempe, Polytechnic and West) processes 41,991 laboratory tests per year, including in house and reference lab testing. Of these, 21,207 are conducted in the Health Services CLIA-certified laboratory, and an additional 20,784 are sent to out to an outside reference testing laboratory for processing.

ASU Health Services will process laboratory tests for both students who see physicians at the ASU Health Service locations and for outside physicians with the presence of an authorized prescription for tests to be run. At our Polytechnic, West, SDFC, and SDA locations, the centers will draw labs to send to a reference lab and perform CLIA-waived tests only on site.

ASU Health Services uses NextGen for its electronic medical records (EMR). Currently all tests are ordered by the clinicians into the system with accompanying diagnoses and these are then put into the reference laboratories computers. These results are then sent back to ASU Health Services electronically for uploading back into the EMR.

ASU Health Services sends payor information to the current reference lab so that all insurance billing is handled by the reference lab systems. For all patients without insurance or with the ASU service plan (Bridge Plan), the reference lab bills the ASU
Health Service an agreed upon fee to process and send the results. ASU bills these students’ fees through their student accounts. Approximately 86.5% of the students seen at ASU Health Services have private insurance or the current student insurance through Aetna. Approximately 7% self-pay and another 6.5% utilize the Bridge Plan.

The Bridge Service plan allows students who have no insurance to receive lab testing for $20 per day from ASU Health Services. There are no extra fees requested from these students. Those who do not choose to join the Bridge Service plan pay the University for any laboratory testing that is done on that day.

3. TERM OF CONTRACT

The initial contract term will be for two years (2) 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

x  A pre-proposal conference will be held at January 15th at 2pm at ASU Health Services, Tempe – 451 E University Dr., Tempe, AZ

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

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

Lorenzo Espinoza  
Purchasing and Business Services  
University Services Building  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212  
Tel: 480-965-5378  
E-mail: Lorenzo.Espinoza@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 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

1. REPRESENTATIVES & COMMUNICATION

   a) The successful proposer for Laboratory Services MUST designate a full-time sales representative assigned to Arizona State University to make regular calls, assist users, resolve problems, demonstrate new products, handle return goods, and other matters. In return for the potential business provided to the proposer, Arizona State University fully expects and requires the attention due a preferred customer; attention which may at times require assignment of additional representatives to the account. If representation at ASU does not meet, in our opinion, the requirement for technical and service support, the proposer will be requested to correct the situation. It is understood that the proposer will honor this request and that ASU will not make this request without good and sufficient cause.

   b) Proposer MUST provide at least two (2) meetings per year for ASU laboratory staff and other health services staff as required.

   c) Proposer MUST demonstrate that they have staffing availability Monday through Friday, 8:00 AM to 6:00 PM, M.S.T. for immediate service for urgent matters.

2. LITERATURE

Proposers MUST submit with their proposal response copies of their literature (including marketing literature), for which their proposal is based, describing pertinent information such as:

   a) Services provided

   b) Quality assurance

   c) The list of third party insurers with whom the proposer contracts
3. REPORTS, ORDERING, AND RECORD RETENTION

a) Proposer MUST provide reports to include, but not limited to the following:
   1) Usage reports based on unit of measure
   2) Highest dollar volume

b) Proposer MUST demonstrate how they will be able to interface with NextGen EMR systems at the onset of the contract to send results for uploading into the NextGen EMR.

c) Proposer MUST demonstrate how they will handle ordering through the NextGen EMR system to streamline processes.

d) The successful Proposer MUST detail the process for placing laboratory orders with the company.

4. SUPPLIES

a) The successful proposer MUST detail the mechanisms for supplying at no cost to ASU the laboratory supplies required for drawing samples to be sent to the reference lab. At a minimum these should be the phlebotomy tubes, needles, syringes, bandages and prep pads,

b) The successful proposer MUST demonstrate that they utilize and will maintain the highest quality and grades of any medical, healthcare products and services to support their proposal.

5. HIPAA COMPLIANCE

a) The proposer MUST confirm that it is in compliance with all Health Insurance Portability and Accountability Act (HIPAA) and HITECH regulations.

b) The successful proposer MUST sign a BAA with ASU Health Services.

6. PERFORMANCE REVIEW AND GUARANTEES

ASU shall expect the proposer to support the master agreement by meeting the expectations of this agreement. The proposer and ASU Health Services will meet at least once a year to review the reference laboratories performance and the following performance guarantees. Proposer must provide a plan/procedure to meet each expectation listed below.
a) The successful proposer MUST provide turnaround for processing and results for basic, non-STAT testing within 2 business days.

b) The successful proposer MUST provide turnaround for processing and results for basic STAT testing within 4 hours.

c) The successful proposer MUST provide adequate supplies for processing laboratory requests at no cost to ASU.

d) The successful proposer MUST demonstrate how they will respond within 24 hours to any call for service by the ASU Health Services manager.

e) The successful proposer MUST demonstrate how they will keep an error rate on ordering/processing to no more than 2%.

f) The successful proposer MUST demonstrate that they will provide two routing pick-ups per day and one evening pick-up Monday through Friday.

g) The successful proposer MUST provide ASU with monthly invoices showing complete patient and testing information. Include an example of your proposed invoice format.

h) The successful proposer MUST demonstrate the methods that they will correct and/or compensate ASU should they not meet the above performance standards.

i) Proposer must provide STAT turn-around time of less than 4 hours.

7. **PRICES**

a) Proposer is to perform standard diagnostic testing. The top fifty laboratory tests ordered by ASU Health Services are attached “Attachment A”. Proposer MUST fill out the pricing for each of these tests on “Attachment A” as part of their submittal. Alternate panels and profiles will be considered depending on content and price.

b) In addition, each proposer MUST submit their usual and customary price lists and the proposed price list for ASU Health Services for all other laboratory testing offered by the proposer in the form of a separate Excel™ spreadsheet.

c) It is believed reasonable to expect a discount on all tests ordered which provides a list-less percentage discounts (or pricing format) for all test available from your firm. This would include a discount on future tests added that are not included in the list. The proposer MUST include a specified discount from their usual and customary charges that will be the ASU Health Services rate for tests not included in items a & b above.
8. **PAYMENT TERMS**

The payment term shall commence upon receipt of ordered tests or receipt of invoice, whichever is later. Cash discounts offered for early payment will be considered in the award evaluation as long as the time period is at least ten (10) calendar days. If no cash discount terms are offered the net terms must be for a minimum of thirty (30) calendar days. Electronic payments will be made only in situations where it has been proposed by the proposer and where it is financially advantageous to ASU.

9. **ESTIMATED PURCHASES**

The quantities of tests listed on Attachment A, represent the best available estimate for requirements but does not constitute a commitment by ASU to purchase the estimated volume. The estimates are based on prior usage and we do not guarantee 100% accuracy.

10. **VALUE ADDED SERVICES**

Please provide a summary of any other value added services or programs which may contribute to the overall value of your proposal, including but not limited to:

a) Training  
b) Industry partnerships  
c) Support of ASU’s Charter and goals  
d) Support of Sustainable development, veterans’ affairs, initiatives in support of women, wellness, and our changing regional demographics.

e) Support and enhance of ASU’s reputation as an innovative, foundational model for the New American University  
f) Commitment to provide significant financial and non-financial support for the University and its signature programs.

The following specifications below must be responded in the proposers’ response:

1. State the procedures available for STAT requests.

2. Is there a limit to the number of STAT pick-ups per month? ____Yes ___No  
   a. If yes, please state the limit. Limit __________.

3. State the turnaround time for all tests listed on Attachment A.

4. State the turnaround times for tests “NOT” specified in this Request for Proposal.

5. Identify all tests included in each profile.

6. All tests listed must be priced, or marked “not performed.”

7. State whether you will furnish supplies for the University to use for submitting samples.
8. List any publications provided by your facility on “no charge” basis.

9. State the availability of a consultant Dermopathologist and the access that the University would have to this resource.

10. State insurance coverage carried by your company relevant to this service.

11. Include samples of any standard forms which would be used for this service.

12. The university desires the capability to access test results electronically and print out the results at ASU, if desired. State whether you can provide this service and state the equipment that would be required and whether this equipment would be provided by your company.

13. Arizona State University will use Next Gen as its Appointment/Billing and Electronic Medical Record software. Do you currently have the capability to direct download lab results into Next Gen? ______Yes ______NO
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

1. 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.

2. The proposer must possess a CLIA Laboratory Certificate of Accreditation.

3. The proposer must provide at least (3) references must be included stating the name, position, telephone number, fax number, and if available, the E-Mail or Internet address of a contact person.

4. The proposer must provide a resume for all key personnel which will be assigned to this engagement.

5. The proposer must provide an organizational chart that provides organizational sections, with the section that will have responsibility for performing this Contract clearly noted.

6. Describe the firm’s experience in providing this service or experience most like this contract, with particular deference to experience with other large university or higher educational institutions.

7. Describe what distinguishes the ability of your firm from that of your competitors to perform the services described in this Request for Proposal.

8. The University must approve all personnel assigned to this engagement. Any changes to personnel assigned to the project must be approved by the University. ASU may in good faith and for good cause request the firm to replace personnel assigned to this engagement. The firm will promptly replace such personnel at no additional cost to the University.

9. Management Summary: The proposer shall prepare an organization staffing chart of those employees to be utilized in performing this contract. Detailed resumes of key personnel, including relevant technical qualifications, including principals are required.

10. List Laboratory Licensure Verification.

11. List the quality control programs in force at your laboratory.

12. State the name of reference laboratory if your company does not perform tests.

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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. Quality and accuracy of response to the scope of work (Section V, Maximum of 10 pages).
2. Qualifications and References (Section VII, Maximum of 10 pages)
3. The proposer must provide a complete and total cost to ASU to use contractor. Per Section XI, detail a rate schedule for all fees to be charged.
4. Value Added Services (Section V)
5. Exception to Terms and Conditions per Section XII, and exceptions to Business Associate Agreement (Exhibit B)
6. Supplier Sustainability Questionnaire (Section XIII)
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.

Please see Exhibit “A”

Any additional costs, fees, and expenses shall be detailed in the bidder’s proposal. Any additional expenses not explicitly stated will not be honored by ASU.
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 Supplier Sustainability Questionnaire as per Section XIII.

2. Response to Section V Scope of Work (10 pages maximum)

3. Response to Section VII Qualifications (10 pages maximum)

4. Pricing Schedule per Section IX and pricing using format specified (Exhibit A)

5. Response to Value Added Services (Section V)

6. Exceptions to any terms and conditions per Section XIII and Business Associate Agreement (Exhibit B). Note all exceptions with justification and alternative language **MUST** be submitted with the proposal.
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: Clinical Laboratory Procedures and Services for ASU

PROPOSAL NUMBER: ______________________________

INQUIRY DEADLINE: 5:00 P.M., MST, January 19th, 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. An invoice shall be submitted directly to the University's Payables and Reimbursements Department, unless otherwise directed. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31st) day after the latest date of: the date of a valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that is satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct supplier invoice was delivered to Payables and Reimbursements, and the date an order was delivered to the requesting department. The University may adjust the interest period, or deny the interest claim, based upon their documentation that there was no valid purchase order, that an incorrect invoice was submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.

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

3. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of 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-DELEGAATION. 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 by written notice, stating the extent and effective date terminate the contract for convenience in whole or in part, at any time. University shall pay the Contractor as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Contractor as approved by the University, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total contract price.

13. CANCELLATION OF STATE CONTRACT. In accordance with A.R.S. § 38-511, the contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the University is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
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. **CONTRACT CLAIMS AND CONTROVERSIES.** All contract claims and controversies arising under the contract shall be resolved pursuant to the Arizona Board of Regents procurement procedures, Section 3-809, in particular section 3-809C.

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

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

18. **INSPECTION AND AUDIT.** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of the contract. Such records shall be produced at Arizona State University, or such other location as designated by the University, upon reasonable notice to the 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. **INDEMNIFICATION.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all
instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of the contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

22. 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.

23. 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.

24. 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.

25. 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.

26. DATA OWNERSHIP. University will own, or retain all of its rights in, all data and information that University provides to Contractor, as well as all data managed by Contractor on behalf of 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 University’s or Contractor’s use of the Services or Deliverables (collectively, the “ASU Data”). The ASU Data includes student data, metadata, and user content. The ASU Data shall be University’s Intellectual Property and Contractor will treat it as University’s confidential and proprietary information. Contractor shall not use, access, disclose, or license or provide to third parties, any ASU Data, or any materials derived therefrom, except: (i) for Contractor’s internal, non-commercial purposes; (ii) to the extent necessary to fulfill Contractor’s obligations to University hereunder, or; (iii) as authorized in writing by 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, University’s prior written consent. Upon request by University, Contractor will deliver, destroy, and/or make available to University, any or all of the ASU Data.

27. 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.

28. 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](mailto: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.

### 29. **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 University faculty/staff, students, program participants, or other University constituencies must be compliant with the Americans with Disabilities Act as amended and the Rehabilitation Act. 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.

A. **Electronic and Information Technology.** Any acquisition considered electronic and information technology (“EIT”) as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and requires the submission of a completed Voluntary Product Accessibility Template (VPAT) so that the University may ascertain conformance. Proposals without a completed VPAT may be disqualified from competition.
EIT is information technology (IT) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. EIT includes, but is not limited to:

- telecommunication products, such as telephones;
- information kiosks and transaction machines;
- World Wide Web sites;
- software;
- multimedia (including videotapes); and
- office equipment, such as copiers and fax machines.

The University reserves the right to perform real-world testing of a product or service to validate contractor claims regarding Section 508 conformance. To facilitate testing contractor will, upon request, provide the University with access to the product being considered for purchase for a period of at least 30 calendar days.

B. Services and Products. An accessible service or product is one that can be used by as many people as possible, taking into account their physical, cognitive, emotional, and sensory differences.

Services provided include, but are not limited to:

- education and training;
- cultural and athletic events;
- vehicle rentals
- event space and lodging; and
- parking and transportation.

Products include, but are not limited to:

- office equipment;
- office and classroom furniture; and
- kiosks

30. 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.

31. UNIVERSITY WEAPONS POLICY. The University prohibits the use, possession,
display, or storage of any weapon, explosive device, or fireworks on all land and
buildings owned, leased, or under the control of the university or its affiliated or related
entities, in all university residential facilities (whether managed by the university or
another entity), in all university vehicles, and at all university or university-affiliate
sponsored events and activities, except as provided in § 12-781 of the Arizona Revised
Statutes or unless written permission is given by the ASU Police Department (ASU PD).
Notification by contractors to all persons or entities who are employees, officers,
subcontractors, consultants, agents, guests, invitees, or licensees of contractor
(Contractor Parties) of this policy is a condition and requirement of the contract.
Contractor further agrees to enforce this contractual requirement against all Contractor
Parties.

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

34. TOBACCO FREE. the University recognizes that tobacco use is a public health hazard
and is dedicated to providing a healthy, comfortable and productive living, learning and
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/.


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.

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. **CONTRACTOR TO PACKAGE GOODS.** Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Contractor's name and address; (b) University department's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Contractor shall bear cost of packaging unless specifically otherwise provided.

40. **SHIPMENT UNDER RESERVATION PROHIBITED.** Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

41. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point or points of delivery.

42. **RIGHT OF INSPECTION.** The University shall have the right to inspect the goods at delivery before accepting them.

43. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of goods must fully comply with all provisions of the contract as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender.

44. **WARRANTIES.** In addition to any implied warranties, Contractor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples, if any, furnished by the Contractor. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

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

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for the contract and in no way limit the indemnity covenants contained in the contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

   b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

   b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   c. Policy shall contain a severability of interest provision.

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

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

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

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

5. Technology/Network Errors and Omissions Insurance

<table>
<thead>
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<th>Each Claim</th>
<th>$1,000,000</th>
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<tbody>
<tr>
<td>Annual Aggregate</td>
<td>$2,000,000</td>
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Coverage to include:
• 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 types 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.

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

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of the contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State University, Risk and Emergency Management, PO Box 876512, Tempe, Arizona 85287 and shall be sent by certified mail, return receipt requested with a copy to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287.

D. VERIFICATION OF COVERAGE: Contractor shall furnish the University with
certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by the 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 the contract must be in effect at or prior to commencement of work under the contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by the contract shall be sent directly to Arizona State University, Risk and Emergency Management, PO Box 876512, Tempe, Arizona 85287 with a copy to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287. The University project/contract number and project description shall be noted on the certificate of insurance. The University reserves the right to require complete, certified copies of all insurance policies required by the contract at any time.

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

46. **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.

47. **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.

48. **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.

49. 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.

50. FURNISH AND INSTALL. The items in this Request for Proposal will be provided on a Contractor furnish and install basis. The Contractor shall have complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the Contractor. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize risk of damage and avoid double handling.

51. 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.

52. STUDENT EDUCATIONAL RECORDS. The University and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g). FERPA permits disclosure of student record information to “other school officials” who have a legitimate educational interest in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as “other school officials”. Designated representatives of Contractor will be designated as “other school officials” for purposes of the contract. No designated representative of the Contractor shall disclose information it receives under the contract to any third party, except with the consent of the student or as required by law. Any disclosures made by the Contractor should comply with the University’s definition of legitimate educational purpose. If any designated representative discloses or misuses any educational record, the University will take appropriate action against the designated representative that is similar to action the University would take against one of its employees who disclosed or misused the educational records of its students.
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)
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?
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’ 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:
- [http://www.epa.gov/epp/](http://www.epa.gov/epp/)

**EPA life cycle assessment information:**
- [http://www.epa.gov/nrmrl/std/lca/lca.html](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:**
### 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)

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<td>ST:</td>
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### REMIT TO ADDRESS:
- Same as Legal Mailing Address

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<td>CITY:</td>
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<tr>
<td>ST:</td>
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<tr>
<td>ZIP:</td>
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</table>

### 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)
- 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)
- Partnership, LLP or partnership organized as LLC or PLLC
- 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.
### RETURN TO ASU

<table>
<thead>
<tr>
<th>Legal Name:</th>
<th>TIN:</th>
</tr>
</thead>
</table>

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.
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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between the Arizona Board of Regents for and on behalf of Arizona State University ("ASU") and its [INSERT DEPARTMENT] ("Covered Entity") and _______________________, a [INSERT COMPANY TYPE AND STATE OF INCORPORATION] ("Business Associate"), with an effective date of ______________________ ("Effective Date"). This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). This Agreement replaces and supersedes the Business Associate Agreement dated __________. [INCLUDE PRECEDING SENTENCE ONLY IF THIS AGREEMENT IS REPLACING EARLIER AGREEMENT.]

RECITALS:

A. [USE THIS LANGUAGE IF THERE IS AN UNDERLYING WRITTEN AGREEMENT] Business Associate and Covered Entity have entered into a written agreement titled ______________________ (the "Written Agreement"), with an effective date of ________________. Business Associate performs the services described in Written Agreement ("Services").

[ALTERNATIVE LANGUAGE IF THERE IS NO UNDERLYING WRITTEN AGREEMENT]: Business Associate provides services ("Services") to Covered Entity, including but not limited to the following, and as may change from time to time:

___________________________________________________________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________

B. Covered Entity may make available to Business Associate Protected Health Information of Individuals in conjunction with Services. Business Associate will Use or Disclose such Protected Health Information only in accordance with this Agreement.

AGREEMENT:

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the rules on handling of PHI under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E ("Privacy Standards"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C ("Security Standards"), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D ("Breach Notification Regulations"), all as amended from time to time.

1. DEFINITIONS

a. Catch-All Definition. Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under the HIPAA Rules.

b. Specific Definitions.

i. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].
ii. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”) and its [INSERT DEPARTMENT].

iii. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy Standards, the Security Standards, the Breach Notification Regulations, the Enforcement Rules and all other regulations and requirements found in 45 CFR Part 160 and Part 164.

2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

   a. **Compliance with HIPAA Rules.** Business Associate will comply with the requirements of the HIPAA Rules applicable to Business Associate;

   b. **Use or Disclosure.** Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;

   c. **Safeguards.** Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreement, including administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any ePHI, if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity. Upon request of Covered Entity, Business Associate will provide evidence to Covered Entity that these safeguards are in place and are properly managed;

   d. **Reporting.** Business Associate agrees to report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;

      i. **Use or Disclosure.** Business Associate will report in writing to Covered Entity any Use or Disclosure of PHI for purposes other than those permitted by this Agreement within 5 business days of Business Associate’s learning of such Use or Disclosure.

      ii. **Security Incidents.** Business Associate will report in writing to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate will report to Covered Entity any successful unauthorized access, Use, Disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing ePHI of which Business Associate becomes aware as soon as practicable, but no later than 5 business days from the date Business Associate learned of such Security Incident. Business Associate also will report the aggregate number of unsuccessful, unauthorized attempts to access, Use, Disclose, modify, or destroy ePHI or interfere with system operations in an information system containing ePHI, of which Business Associate becomes aware, as frequently as the parties mutually agree, but no more than once per month.

      iii. **Breach of Unsecured PHI.** Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Rule, as soon as practicable, but no later than 5 business days from the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Rule. Business Associate will reasonably cooperate and coordinate with Covered Entity in an investigation related to a Use and Disclosure not permitted by this Agreement, a
Security Incident, or a Breach of Unsecured Protected Health Information. Business Associate will also reasonably cooperate and coordinate with Covered entity in the preparation of any reports or notices to Individuals, regulatory agencies or third parties as required by federal or state law. Business Associate will reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying Individuals of a Breach caused by Business Associate or Business Associate’s Subcontractors or agents, and for reasonable expenses Covered Entity incurs in mitigating harm to those Individuals. Business Associate also will defend, hold harmless and indemnify Covered Entity and its employees, agents, officers, directors, shareholders, members, contractors, parents, and subsidiary and affiliate entities, from and against any claims, losses, damages, liabilities, costs, expenses, penalties or obligations (including attorneys’ fees), which the Covered Entity may incur due to a Breach or breach of this Agreement caused by Business Associate or Business Associate’s Subcontractors or agents.

e. **Subcontractors.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

i. Business Associate agrees that, when one of its Subcontractors creates, maintains, transmits or receives PHI on behalf of Business Associate, Business Associate first will enter into an agreement with such Subcontractor that contains the same restrictions and conditions on the Use and Disclosure of PHI as contained in this Agreement.

ii. The Subcontractor contract must meet the requirements of a Business Associate Agreement set forth in 45 C.F.R. §§ 164.314 and 164.504(e) and include a requirement that the Subcontractor will comply with the applicable requirements of the HIPAA Rules.

f. **Access to Protected Health Information.**

i. **Covered Entity Access.** Within 5 business days of a request by Covered Entity for access to PHI, Business Associate will make requested PHI available to Covered Entity and will provide a copy upon request.

ii. **Individual Request.** Business Associate agrees to make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524.

1. If an Individual makes a request for access directly to Business Associate, Business Associate will within 5 business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual’s request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an Individual pursuant to such a request;

2. **Form and Format.** If Business Associate maintains PHI received from Covered Entity electronically in one or more Designated Record Sets and an Individual requests an electronic copy of such information from either Business Associate or Covered Entity, Business Associate will provide Covered Entity with an electronic copy of such PHI in the form and format requested by Covered Entity, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.
g. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;

   i. Within 5 business days of receiving a request from Covered Entity to amend an Individual’s PHI, Business Associate will provide such PHI to Covered Entity for amendment. Alternatively, if Covered Entity’s request includes specific instructions on how to amend the PHI, Business Associate will incorporate such amendment into the PHI it holds within 5 business days of receipt of the Covered Entity request.

h. **Accounting.** Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;

   i. **Disclosure Records.** Business Associate will keep a record of any Disclosure of PHI that Business Associate makes, if Covered Entity would be required to provide an accounting to Individuals of such Disclosures under 45 C.F.R. § 164.528. Business Associate will maintain its record of such Disclosures for as long as it is required to maintain such record under the HIPAA Rules.

   ii. **Data Regarding Disclosures.** For each Disclosure for which it is required to keep a record under Section 2(h)(i), Business Associate will record and maintain the following information: (1) the date of Disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI Disclosed; and (4) a brief statement of the purpose of the Disclosure.

   iii. **Provision to Covered Entity.** Within 5 business days of receiving a notice from Covered Entity, Business Associate will provide to Covered Entity its records of Disclosures.

   iv. **Request by Individual.** If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its record of Disclosures to Covered Entity within 5 business days of Business Associate’s receipt of the Individual’s request. Covered Entity will be responsible for preparing and delivering the accounting to the Individual. Business Associate will not provide an accounting of its Disclosures directly to any Individual.

   i. **Covered Entity Responsibilities.** Business Associate agrees, to the extent Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

j. **Access to Books and Records.**

   i. **Covered Entity Access.** Business Associate will, within 5 business days of Covered Entity’s written request, make available during normal business hours at Business Associate’s offices, all records, books, agreements, policies and procedures relating to the Use or Disclosure of PHI for the purpose of allowing Covered Entity or its agents or auditors to determine Business Associate’s compliance with this Agreement.

   ii. **Government Access.** Business Associate will make its internal practices, books and records on the Use and Disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the HIPAA Rule.
iii. **No waiver.** No attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

   a. **Permitted Uses.** Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Services.

   b. Business Associate may Use or Disclose Protected Health Information as Required By Law.

   c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s minimum necessary policies and procedures.

   d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.

   e. Business Associate may Use PHI for Business Associate’s management and administration, or to carry out Business Associate’s legal responsibilities. Business Associate may Disclose PHI to a third party for such purposes only if: (1) the Disclosure is Required By Law; or (2) Business Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as Required By Law or for the purposes for which it was Disclosed to the recipient; and (iii) notify the Business Associate of any other Use or Disclosure of PHI.

   f. **Data Aggregation and De-Identification:** Business Associate may Use PHI to perform Data Aggregation services as permitted by 45 C.F.R. §164.504(e)(2)(i)(B). Business Associate also may de-identify PHI in accordance with 45 C.F.R. §164.514. [IF YOU BELIEVE BA WILL NOT PERFORM DATA AGGREGATION OR DEIDENTIFICATION, THEN CONSIDER DELETING ONE OR BOTH OF THE ABOVE SENTENCES.]

4. **TERM AND TERMINATION**

   a. **Term.** The Term of this Agreement shall be effective as of [Insert effective date], and shall terminate on [Insert termination date or event. Tie to the end of the underlying agreement if any] or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

   b. **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement [or the Written Agreement, if any].

   c. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, within thirty (30) days, all Protected Health Information received from Covered Entity, or created, maintained, transmitted or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Alternatively, Business Associate may, upon Covered Entity’s consent, destroy all such PHI and provide written documentation of such destruction. Business Associate shall retain no copies of the Protected Health Information. Business Associate will be responsible for recovering any PHI from its Subcontractors, or documenting their destruction of such PHI, consistent with the terms of this Section.

   d. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.
5. MISCELLANEOUS PROVISIONS

a. **Compliance with Laws.** The parties are required to comply with federal and state laws. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments.

b. **Restrictions on Use or Disclosures of PHI.** If Covered Entity advises Business Associate of any changes in, or restrictions to, the permitted Use or Disclosure of PHI, Business Associate will restrict the Use or Disclosure of PHI consistent with the Covered Entity’s instructions.

c. **Mitigation Procedures.** Business Associate will mitigate, to the maximum extent practicable, any deleterious effect from its or its Subcontractors’ Use or Disclosure of PHI in a manner that violates this Agreement.

d. **Personnel Obligations.** Business Associate will inform all of its employees, agents and Subcontractors (“Business Associate Personnel”) who will be involved in providing Services, of the Business Associate’s obligations under this Agreement. Business Associate represents and warrants that the Business Associate Personnel are under legal obligation to Business Associate, by contract or otherwise, sufficient to enable Business Associate to fully comply with the provisions of this Agreement. Business Associate will maintain a system of sanctions for any Business Associate Personnel who violate this Agreement.

e. **Minimum Necessary.** Business Associate will limit its access to, Use of, Disclosures of and requests for PHI in accordance with the minimum necessary standard set forth in the HIPAA Rules and guidance issued by the Secretary of the Department of Health and Human Services (HHS).

f. **Compliance with HITCH Act and Regulations.** Business Associate will comply with the requirements of Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associate, and will comply with all regulations issued by HHS to implement these referenced statutes, as of the date by which Business Associate is required to comply with such referenced statutes and HHS regulations.

g. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

h. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

i. **Construction of Terms.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

j. **Third Party Beneficiaries.** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

k. **Notices.** All notices required under the Agreement will be given in writing and will be delivered by (1) personal service, (2) first class mail, or (3) messenger or courier. All notices shall be addressed and delivered to the contact designated in the signature block, or other address provided by the party from time to time in writing to the other party. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United
States Postal Service. Notices delivered by any other authorized means will be deemed to have been given upon actual delivery.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the HIPAA Rules. There are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

m. Written Agreement. [DELETE THIS SECTION IF THERE IS NO WRITTEN AGREEMENT] This Agreement will be considered an attachment to Written Agreement, if any, and is incorporated as though fully set forth within the Written Agreement. This Agreement will govern in the event of conflict or inconsistency with any provision of Written Agreement.

n. Counterparts and Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.

o. 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. Business Associate’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.

p. Publications. Business Associate recognizes that under ASU policy, the result of work performed under this Agreement must be publishable. Business Associate agrees that Covered Entity and its employees and students engaged in work under this Agreement shall be free to present methods and results of the work performed under this Agreement at symposia or professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the work performed under this Agreement, subject to compliance with the PHI confidentiality requirements specified in this Agreement. Covered Entity agrees that is shall provide Business Associate, at least thirty (30) days in advance, copies of proposed manuscripts for Business Associate to review prior to publishing.

6. ARIZONA STATE PROVISIONS

a. 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.

b. Conflict of Interest. In accordance with Arizona Revised Statutes ("A.R.S.") § 38 511, Covered Entity may cancel this Agreement within three years after the execution of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Covered Entity, at any time while this Agreement or any extension thereof is in effect, is an employee or agent of any
other party to this Agreement in any capacity or a consultant to any other party with respect to
the subject matter of this Agreement.

c. Arbitration in Superior Court. In the event of litigation, as required by A.R.S. § 12 1518, the
parties agree to make use of arbitration in all contracts that are subject to mandatory
arbitration pursuant to rules adopted under A.R.S. § 12-133.

d. Records. To the extent required by A.R.S. § 35 214, Covered Entity will retain all records relating
to this Agreement. Covered Entity will make those records available at all reasonable times for
inspection and audit by Covered Entity or the Auditor General of the State of Arizona during the
term of this Agreement and for a period of five years after the completion of this Agreement.
The records will be provided at Arizona State University, Tempe, Arizona, or another location
designated by Covered Entity on reasonable notice to Business Associate.

e. Failure of Legislature to Appropriate. In accordance with A.R.S. § 35 154, if Covered Entity’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
Covered Entity may provide written notice of this to Business Associate and cancel this
Agreement without further obligation of Covered Entity. Appropriation is a legislative act and is
beyond the control of Covered Entity.

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

COVERED ENTITY:
Arizona Board of Regents for and on behalf of
Arizona State University

By: __________________________
Heather Clark
Associate Director, Office for Research
and Sponsored Projects Administration

Date: ________________________

BUSINESS ASSOCIATE:

___(entity name)________________

By: __________________________
Name: _________________________
Title: __________________________

Date: _________________________
Contacts for Notices under this Agreement:

For ASU:

Office for Research and Sponsored Projects Administration
P.O. Box 876011
Tempe, AZ 85287-6011
480-965-1427
ASU.awards@asu.edu

For __(entity name or acronym)__:

Name:______________________________
Title:______________________________
Address:____________________________
Phone:______________________________
Email:______________________________

and

__(ASU dept contact name, title, contact info)__

______________________________
______________________________

and

Aaron D. Krasnow, Ph.D.
ASU HIPPA Privacy Officer
480-727-5269
Aaron.Krasnow@asu.edu