REQUEST FOR QUALIFICATION
UTILITY SAVING PROJECTS & INITIATIVES
RFQ 161602
DUE: 2:00 P.M., MST, 2/25/16

Time and Date of Pre-Proposal Conference 10:00 A.M. MST, 02/08/16
Deadline for Inquiries 5:00 P.M., MST, 02/12/16
Time and Date Set for Closing 2:00 P.M., MST, 02/25/16
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SECTION I – REQUEST FOR QUALIFICATIONS

RFQ 161602

Arizona State University is requesting sealed proposals from qualified firms or individuals for Utility Saving Projects & Initiatives.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 on or before 2:00 P.M. M.S.T. 02/25/16 at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. No proposals will be accepted after this time. No other public disclosure will be made until after award of the contract.

Arizona State University’s Overnight Delivery (FedEx, Airborne, and UPS) address is:

Purchasing and Business Services
University Services Building
Arizona State University
1551 S. Rural Rd
Tempe, AZ 85281

Arizona State University’s U.S. Postal Service Mail address is:

Purchasing and Business Services
Arizona State University
P.O. Box 875212
Tempe, AZ 85287-5212

ARIZONA STATE UNIVERSITY

Gail Horney
Sr. Buyer

GH/ap
SECTION II – PURPOSE OF THE RFQ

1. INTENT

It is ASU’s intent to develop utility saving projects that will provide a good return on investment for ASU. Project ideas include, but are not limited to, LED upgrades/retrofits, control system upgrades, mechanical system upgrades, electrical system upgrades, or any combination thereof.

The University may choose to enter into multiple contracts under this solicitation.

After awarding, the University does not guarantee a certain amount of hours of work, or projects, per year for each contractor. Also, the cost for each project will be agreed to by the University prior to the start of any payable work.

2. BACKGROUND INFORMATION

ASU is seeking a contractor(s) to assist in the development of projects that meet the funding requirements of its Green Revolving Fund, known as SIRF (Sustainability Initiatives Revolving Fund – https://cfo.asu.edu/sirf). This fund is used to finance projects based on a specific payback amount that is calculated solely on the utility costs that it saves ASU. Therefore, ASU will work closely with its vendors, suppliers and contractors to initially develop firm pricing. This pricing will determine if the total project cost fits within the guidelines of payback, NPV, and IRR as outlined in the SIRF requirements. All project and pricing developed with the awarded contractor(s) will be provided at no cost and no guarantee of an actual project. If the project is approved and funded by the SIRF committee, then the project will be awarded to the contractor(s) that assisted in the development of that specific project, subject to any additional approvals. At ASU’s sole discretion, projects not satisfying SIRF criteria or otherwise not approved by the SIRF Committee may be examined for alternative funding and implemented.

Arizona State University is a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 80,000 students in metropolitan Phoenix, Arizona, the nation's fifth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe.
If you would like more information about ASU, please visit us via the World Wide Web. Our home page address is http://www.asu.edu.

3. **TERM OF CONTRACT**

The initial contract term will be for one (1) year with the possibility of four (4) successive one (1) year renewals for a total term not to exceed five (5) years. The initial RFQ Agreement shall be amended by Exhibit for each project approved. The contract will be available for use by other University departments during this term.
SECTION III – PRE-PROPOSAL CONFERENCE

✓ A pre-proposal conference will be held at 10:00 AM, MST, 2/08/16 in Room 230 (Pima) at the Memorial Union of Arizona State University Tempe Campus. It is recommended that you park in the Fulton Center Parking, located at College Avenue and University Drive. Cross University Drive and walk south to the Memorial Union. Reference the ASU Parking Map at http://www.asu.edu/map. Attendance is strongly recommended for those who desire to submit a Proposal. The ASU Project Manager will be available to discuss the Project. Make sure to bring your business card for streamlined sign-in.

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 addendums 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 Qualification 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 Qualification 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 Qualification, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Qualification.**

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(s), 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 Qualification.

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 Qualification.
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 Qualification must be directed, in writing or by facsimile, to:

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

Tel: 480-727-2439  
E-mail: gail.horney@asu.edu

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section XI of this Request for Qualification. All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this Request for Qualification. 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 Qualification. 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 Qualification.

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 Qualification 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 Qualification is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor’s product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

26. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at http://www.epeat.net on the Web.

27. To the extent applicable to any contract resulting from this Request for Qualification, the proposer(s) 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(s) 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(s) agrees to ensure that its agents and subcontractors agree to and abide by these requirements. **Proposer(s) 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 proposers’ 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 Qualification.

**The ASU Alumni Advantage**

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for the University’s 380,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with the University, the largest university in the United States, your company can stand above the competition.

ASU alumni represent a responsive target market for your product or service.

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

Specific partnership opportunities exist in a variety of areas.

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

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

**Sun Devil Sports Marketing**

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics. Sponsorship opportunities include, but are not limited to, on-premise signage, TV, radio, print, internet, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Greg McElroy at 480-965-2022 or at Greg.McElroy@asu.edu.
Arizona PBS Delivers…

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

- **Eight delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. Eight / KAET reaches 85 percent of the people of Arizona.

- **Eight delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.

- **Eight delivers – marketing benefits:**
  - Build brand awareness by linking your business with high-quality programs
  - Generate community goodwill through support of public television
  - Promote your offerings to a broad audience at an affordable price
  - Market your brand in an environment free of commercial clutter

- **Eight delivers – multiple media platforms:**
  - 3 TV Channels – Eight HD, Eight Life & Eight World
  - Eight Magazine – 50,000 households each month
  - Web views – [www.azpbs.org](http://www.azpbs.org) (100,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses … and more.

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

- ASU is seeking a general contractor or contractors to assist in developing large and small scale projects that reduce energy or water consumption or develop energy from renewable sources.

- The selected contractor(s) will assist ASU in the development of projects that meet the funding requirements of our Green Revolving Fund, known as SIRF (Sustainability Initiatives Revolving Fund – https://cfo.asu.edu/sirf). This fund can be used to finance projects based on a specific payback amount that is calculated solely on the utility costs it saves ASU. Therefore, ASU will work closely with its vendors, suppliers, and contractors to initially develop firm pricing. This pricing will help determine if the total project cost fits within the guidelines of payback, NPV, and IRR as outlined in the SIRF requirements. All project and pricing developed with the awarded contractor(s) will be provided at no cost and no guarantee of an actual project. If the project is approved and funded by the SIRF committee, then the project will move forward with the awarded contractor(s) that assisted in the development of that specific project subject to any other additional ASU approvals.

- Projects that may be developed include, but are not limited to, LED upgrades/retrofits, control system upgrades, mechanical system upgrades, electrical system upgrades, or any combination thereof. In short, if a project, consistent with ASU’s objectives and plans, saves the University utility costs and has a good return on investment, it is anticipated that the project will be examined for SIRF eligibility.

- THERE IS NO GUARANTEE OF WORK. FURTHERMORE, IF A PROJECT OPPORTUNITY IS ISSUED, THE EXPECTATION IS THAT THE CONTRACTOR WILL WORK WITH ASU TO HELP DEVELOP A TOTAL PROJECT COST PROPOSAL AT NO COST TO ASU.

- In cooperation with the Office of Planning & Budget and Facilities Development and Management, the contractor will create project delivery mechanisms to accomplish these projects.

- Operate and maintain completed projects where appropriate through warranty period.

- Suggest alternative approaches to achieve the University’s sustainability objectives, i.e. project development, implementation, disbursement of recyclable materials, etc. and provide examples of those alternative approaches.
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(s) 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(s) 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(s) is expected to pick up packaging and either reuse it or recycle it. This is a requirement of the contract or purchase order.
SECTION VII – PROPOSER QUALIFICATIONS

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

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

2. Contractor must be licensed with Arizona ROC License B-01, at a minimum; additional licenses should be noted in proposal. If contractor license was issued less than five (5) years prior to your proposal, provide an explanation to confirm qualifications for this contract. Services will include, among others:
   - Milestone conceptual estimating and dynamic conceptual estimating of construction costs during the design process to prepare cost estimates that accurately forecast a guaranteed maximum price.
   - Scheduling.
   - Constructability reviews, systems reviews and value engineering.
   - Active participation is all meetings and designated activities.
   - Communicating information on a timely basis to ASU and early selected subcontractors. Pre-selection of subcontractors using qualifications based selection processes.

3. 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 that conduct research and are funded with grants. Include contract, list “from” and “to” dates, from project initiation end date for each project, identify the entity’s name, contact information, to include the key contact’s job title, phone number and e-mail address. Please limit each of the three (3) descriptions to a maximum of two (2) pages.

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

5. Submit two (2) references comparable in size and scope of this RFP. References should be verifiable and should be able to comment on the firm’s experience, with a preference related to services similar to this Contract. Include the name, title, telephone number, and e-mail address of the individual at the client organization who is most familiar with this engagement.
6. A description of special resources, skills or services which the firm possesses, which are not addressed as part of this RFP, that would be available as part of this Agreement with the successful proposer.
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. Experience of the contractor in developing large and small scale projects that reduce energy consumption, develop energy from renewable sources and to a lesser extent save on water consumption, as stated in Section V – Specifications/Scope of Work.

2. Ability of the proposer to identify and implement innovations, as described in proposer’s experience in Section VII – Proposer Qualifications.

3. Response to Section VII – Proposer Qualifications and Oral Interview with Owner (if needed).

4. Response to Section IX - Pricing Schedule.

5. The commitment to the sustainable project development. See the Sustainability Questionnaire beginning on Page 44.

6. Any additional value offered.
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 Qualification.

A. Provide open book pricing.

B. Identify the project fee schedule for overhead and profit (%). Value should not exceed but can be lower than what is stated:

   a. $0 - $499,999 - 6.00% max - ________ (your value)
   b. $500,000 - $999,999 - 5.25% max - ________ (your value)
   c. $1 million < - 4.25% max - ________ (your value)

C. Identify other costs for similar projects.

Proposer shall describe the approach, provide high level activities and estimated hours and personnel to be assigned to those activities, for similar work.

The cost should include a breakout of labor rates including operational and expected reimbursable items, such as:

Total Direct Labor Cost

<table>
<thead>
<tr>
<th>Role</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td>$___________________</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>$___________________</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$___________________</td>
</tr>
<tr>
<td>Project Superintendent</td>
<td>$___________________</td>
</tr>
<tr>
<td>Senior Estimator</td>
<td>$___________________</td>
</tr>
<tr>
<td>Estimator</td>
<td>$___________________</td>
</tr>
<tr>
<td>Scheduler</td>
<td>$___________________</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$___________________</td>
</tr>
</tbody>
</table>

All fees and costs will be reviewed and finalized prior to the execution of a contract.
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 Qualification 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. Section XIII - Mandatory Certifications, Sustainability Questionnaire and Substitute W-9
2. Response to Section V – Specifications/Scope of Work
3. Response to Section VII - Qualifications
4. Response to Section IX - Pricing Schedule
5. Any additional services, skills, and/or value
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

Email to: Gail Horney at Gail.Horney@asu.edu

PROJECT NAME: ____________________________________________________________

PROPOSAL NUMBER: ______________________________________________________

INQUIRY DEADLINE: __5:00 P.M., MST, 2/12/16______________________________

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

DATE: ________________________________

WRITER: ______________________________

COMPANY: _____________________________

E-MAIL ADDRESS: _____________________________

PHONE: ___________________________    FAX: ___________________________

QUESTIONS:

________________________________________________________________________

________________________________________________________________________

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________________________________________________________________________
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 eight percent (8%) 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 received at 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-DELEGATION.** No right or interest in the contract shall be assigned, or any obligation delegated, by Contractor without the written permission of the University. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

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

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

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

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

12. **TERMINATION.** The University may 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. Payment shall not include compensation for work performed prior to the date specified on the Notice to Proceed (including initial work performed for providing cost estimates and satisfaction of financial criteria).

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 **Infossec@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 the 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 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 Transit, http://cfo.asu.edu/pts.

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 working environment. Beginning Aug. 1, 2013, tobacco will be prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the university. For additional information, go to https://eoss.asu.edu/tobaccofree.

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

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

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:

Prior to, and as a condition for, the awarded Proposer(s) to perform Pre-Construction Phase Services, Proposer(s) shall procure, deliver and maintain insurance coverage as provided in Section 6 of the “Exhibit A – CM@Risk General Conditions.” Prior to, and as a condition for, Proposer(s) to perform Construction Phase Services and Owner issuance of a Notice-To-Proceed, Proposer(s) shall procure, deliver and maintain Performance and Payment Bonds and insurance coverage, as provided in Section 6 of the “Exhibit A – CM@Risk General Conditions.”

B. 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.

   Projects Not In Phoenix ASU Projects Downtown Phoenix
   General Aggregate $2,000,000 $5,000,000
   Products Completed Operations Aggregate $1,000,000 $1,000,000
   Personal and Advertising Injury $1,000,000 $1,000,000
   Blanket Contractual Liability–Written and Oral $1,000,000 $1,000,000
   Fire Legal Liability $50,000 $50,000
   Each Occurrence $1,000,000 $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.

c. For any project within the City of Phoenix limits it will, in addition to the limits set forth above, awarded proposer(s) will procure and maintain a minimum limit for General Aggregate of its Commercial General Liability Insurance policy of at least $5,000,000. Worker’s Compensation Insurance, Commercial General Liability Insurance, Business Automobile Liability, and Builder’s Risk Insurance policies shall name the City of Phoenix as an additional insured and will include a waiver of subrogation against the City of Phoenix. This requirement to add the City of Phoenix is in addition to the standard required endorsement as additional insured and waiver of subrogation in each insurance policy listed herein.
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>
<tr>
<th>Each Claim</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

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.

C. **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.

D. **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.

E. **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 reserves the right to require complete, certified copies of all insurance policies required by the contract at any time.

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

47. **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.

48. **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.

49. **LIQUIDATED DAMAGES.** The University and the Contractor agree that in the event that the Contractor fails to perform under the contract, the University will be damaged. The extent of the damage is very difficult to calculate. Therefore, the Contractor agrees to pay the University liquidated damages if the agreed upon delivery and installation dates are not met.

50. **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.

51. **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.

52. **FURNISH AND INSTALL.** The items in this Request for Qualification 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.

53. **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.

54. **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)
(Firm)______________________________ (Address)______________________________

(Email Address)________________________________________

(Signature required)____________________________________

(Phone)______________________________________________

(Print name)___________________________________________

(Fax)________________________________________________

(Print title)____________________________________________

(Federal Taxpayer ID Number)____________________________

(Anti-Lobbying Certificate) (Purchasing 01-31-2007)
LEGAL WORKER CERTIFICATION

_____________________
(Date)

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

As required by Arizona Revised Statutes §41-4401, 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](http://www.ghgprotocol.org/calculation-tools)

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


Solid Waste

The EPA’s pre-built excel file to help measure and track your waste and recycling:

- [http://www.epa.gov/smm/wastewise/measure-progress.htm](http://www.epa.gov/smm/wastewise/measure-progress.htm)

Greenbiz’s comprehensive guide to reducing corporate waste:


Water Waste

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


EPA information about conserving water:

- [http://water.epa.gov/pollwaste/nps/chap3.cfm](http://water.epa.gov/pollwaste/nps/chap3.cfm)

Packaging

Links to get you started on sustainable packaging:

- [http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm](http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm)


Sustainability Practices

Ideas for alternative transportation programs:
The EPA environmentally preferable purchasing guidelines for suppliers:
- [http://www.epa.gov/epp/](http://www.epa.gov/epp/)

EPA life cycle assessment information:
- [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:
### Financial Services
**FATCA Compliant Substitute W-9**

<table>
<thead>
<tr>
<th>RETURN TO ASU</th>
<th>DO NOT SEND TO IRS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ATTN:</strong> Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Taxpayer Identification Number (TIN)</strong></th>
<th><img src="employer.png" alt="Employer ID Number (EIN)" /> <img src="ssn.png" alt="Social Security Number (SSN)" /></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LEGAL NAME:</strong> (must match TIN)</td>
<td></td>
</tr>
<tr>
<td><strong>LEGAL MAILING ADDRESS:</strong></td>
<td>(Where tax information and general correspondence is to be sent)</td>
</tr>
<tr>
<td><strong>DBA/Branch/Location:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ADDRESS LINE 1:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ADDRESS LINE 2:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>CITY:</strong></td>
<td><strong>ST:</strong> <img src="zip.png" alt="ZIP" /></td>
</tr>
<tr>
<td><strong>REMIT TO ADDRESS:</strong></td>
<td><img src="same.png" alt="Same as Legal Mailing Address" /></td>
</tr>
<tr>
<td><strong>DBA/Branch/Location:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ADDRESS:</strong></td>
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<td><strong>CITY:</strong></td>
<td><strong>ST:</strong> <img src="zip.png" alt="ZIP" /></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>ENTITY TYPE</strong> (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="individual.png" alt="Individual (not a business)" /> <img src="sole.png" alt="Sole proprietor (individually owned business or sole proprietor organized as LLC or PLLC)" /> <img src="corporation.png" alt="Corporation (not providing health care, medical or legal services) (EP: 5)" /> <img src="corporation.png" alt="Corporation (providing health care, medical or legal services) (EP: 5)" /> <img src="partnership.png" alt="Partnership, LLP or partnership organized as LLC or PLLC" /></td>
</tr>
<tr>
<td><img src="us.png" alt="The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)" /> <img src="state.png" alt="A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)" /> <img src="tax.png" alt="Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)" /> <img src="international.png" alt="An international organization or any of its agencies or instrumentalities (EP: 4)" /> <img src="arizona.png" alt="State of Arizona employee" /></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th><strong>CERTIFICATION</strong></th>
</tr>
</thead>
</table>

Under penalties of perjury, I certify that:

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

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

Signature of U.S. Individual: Date:  

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

**Vendor Authorization Form**

**RETURN TO ASU**

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

<table>
<thead>
<tr>
<th>Service-Disabled Veteran-Owned (VD)</th>
<th>Small Disadvantaged (SD)</th>
<th>Women-Owned (WO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Veteran-Owned (VO)</th>
<th>Minority Institution (MI)</th>
<th>HUB Zone (HZ)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

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

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

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

[ ] YES [ ] NO

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

Print Name: ____________________________

Signature: ____________________________

Phone: ____________________________

Fax: ____________________________

Email: ____________________________

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

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

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

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