



03/29/18

REQUEST FOR PROPOSAL

Window Coverings for Gammage

RFP 181805

DUE: 3:00PM., MST, 04/25/18

Deadline for Inquires

5:00 P.M., MST, 04/18/18

Time and Date Set for Closing

3:00 P.M., MST, 04/25/18

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SECTION I – REQUEST FOR PROPOSAL

RFP 181805

Arizona State University is requesting sealed proposals from qualified proposers for Window Coverings for Gammage.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 PM., MST 04/25/18** 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

Karina Adum

Karina Adum
Supply Chain Management Buyer

KA/AP

SECTION II – PURPOSE OF THE RFP

1. INTENT

Arizona State University is soliciting proposals for the furnishing and installation of durable, robust window coverings for two stories of clear glass exterior windows and doors at ASU Gammage auditorium from experienced installers with an extensive history of product installation and repair.

2. BACKGROUND INFORMATION

ASU Gammage is a well-known and popular performing arts venue, located in Tempe Arizona on the NE corner of Mill Ave and Apache Blvd (1200 S Forest Ave, Tempe, AZ 85281). It is the home to the first run of a Broadway for the Phoenix area and hosts over 300,000 patrons a year.

ASU 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 98,000 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 – visit us at <http://www.asu.edu>.

3. TERM OF CONTRACT

The term of any contract issued as a result of this solicitation shall be for a period of one (1) year. By mutual written agreement signed by both parties, this contract may be renewed up to four (4) supplemental one (1) year periods, not to exceed a total term of five (5) years, unless terminated or cancelled as otherwise provided herein.

ASU will review the contract annually during the renewal process to make the necessary additions, deletions, and any other required scope of work changes.

SECTION III – PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.

Proposer must schedule a time to measure the glass area, including the upper sections of glass areas, within Gammage. The scheduled time will be provided at the convenience of the venue.

Please contact the buyer, Karina Adum kadum@asu.edu and cc Gammage Manager Terri Cranmer t.cranmer@asu.edu to schedule.

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 / 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 XI. 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 **one hundred twenty (120) days** after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
13. **EXCEPTIONS:** Proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents. The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XIII. These terms and conditions are intended to be incorporated into the contract between the University and the successful Proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.**
14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any Proposer and is included in order to advise the potential Proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.

15. Terminology

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 60 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 arising 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 of the bonds. Until such time the bonds shall remain in full force and effect.
19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your proposal to this Request for Proposal, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Proposal.**
20. The University has entered into Cooperative Purchasing Agreements with the Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the Proposer, the Community College District and/or Maricopa County may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

21. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures (\$AVE) cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the Proposer, a member of \$AVE may access a contract resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.
22. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

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

Tel: 480-965-5522
E-Mail: kadum@asu.edu

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

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

23. The University shall not reimburse any Proposer the cost of responding to a Request for Proposal.
24. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.
25. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

26. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at <http://www.epeat.net> on the Web.
27. To the extent applicable to any contract resulting from this Request for Proposal, the Proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. **Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by Proposer's breach of its obligations under this paragraph.**
28. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective Proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or Proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder or offeror. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten (10) days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed

statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

Jamon Hill
Executive Director
Purchasing and Business Services
PO Box 875212
Tempe AZ 85287-5212
Email: Jamon.Hill@asu.edu

Please note that as the University takes protests very seriously; we expect you to do so as well. Frivolous protests will not result in gain for your firm.

29. Other Opportunities with the University **NOT** related to this Request for Proposal.

The ASU Alumni Advantage

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

ASU Alumni represent a responsive target market for your product or service:

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

Specific partnership opportunities exist in a variety of areas:

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

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

Sun Devil Sports Marketing

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

Arizona PBS Delivers...

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

- **AZPBS delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. AZPBS / KAET reaches 85 percent of the people of Arizona.
- **AZPBS delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **AZPBS 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
- **AZPBS delivers – multiple media platforms:**
 - 3 TV Channels – Eight HD, Eight Life & Eight World
 - Web views – www.azpbs.org (150,000 unique visitors a month)
 - E-Marketing – 40,000 email addresses ... and more.

Contact: Chad Bowen at AZPBS corporate support at 602-496-8669
Chad.Bowen@asu.edu

Or Kelly McCullough, General Manager at 602-496-2422
Kelly.McCullough@asu.edu

SECTION V – SCOPE OF WORK/ SPECIFICATIONS

ASU Gammage auditorium personnel seek a licensed Contractor to remove old window coverings, provide new window coverings, and remain available and accessible for repair, maintenance, and other services related to window coverings, as needed.

The new custom window coverings must prove to be robust with an R factor of insulation, blend in with existing venue, do not appreciably fade, can be opened/closed every day of the year without issue and be contained. Hunter Douglas duetts product or equivalent preferred.

GENERAL SCOPE

1. Examination of Premise

It is the Contractors' responsibility to have surveyed and familiarized themselves with the various sites requiring window coverings and their dimensions prior to submitting a proposal. The Proposer shall become fully acquainted with the conditions as they exist in order to fully understand the facilities, difficulties, and restrictions associated to the execution of the work.

Proposer must schedule a time to measure the glass area, including the upper sections of glass areas, within Gammage. The scheduled time will be provided at the convenience of the venue. Please contact the buyer, Karina Adum kadum@asu.edu and cc Gammage Manager Terri Cranmer t.cranmer@asu.edu to schedule.

2. Initiating and Completing Work

Installation shall begin by June 25th and be completed by August 1st of 2018.

Work shall start as soon as practical and shall be completed within the specified amount of time not to prohibit the necessities of the venue when it is in session. When possible, all work will be scheduled and completed during pre-determined periods as determined by the ASU Gammage Facilities Manager.

The Contractor is responsible for coordinating with the ASU Gammage Facilities Manager

- prior to commencement of the job coordinate a date and time the work will begin;
- and request inspections at each phase of the work as it is completed.

The ASU Gammage Facilities Manager will inspect all projects in phases before the Contractor continues on to the next phase.

Contractor is responsible for barricading the work areas and displaying proper signage throughout the duration of the work.

3. Work Quality and Standards Expected

All work shall be accomplished in accordance with the specifications and design standards as outlined in this RFP and each phase will be approved by ASU Gammage Facilities Manager.

Any product substitutions must be approved by ASU Gammage Facilities Manager **30 days prior installation.**

Contractor shall complete job(s) in a professional manner and conform to all-inclusive standards prescribed or approved ASU Gammage Facilities Manager. Any reference to a specification or procedure or any particular standards always refers to the most recent and updated version.

It is the duty of the Contractor to contact the ASU Gammage Facilities Manager to report any apparent errors or omissions to jobs and request instructions or clarification before proceeding with the work. The ASU Gammage Facilities Manager's name and phone number will be provided at the time the work is requested. The ASU Gammage Facilities Manager may, by appropriate instruction, correct errors and supply said omissions.

4. Material Quality and Standards Expected

All material shall be new and of the specified quality and equal to the accepted samples. Contractors shall provide ASU their point of contact(s) for materials upon award and all certifications associated with the samples of material. Satisfactory tests and inspections shall not be construed as a final acceptance of the material.

5. Unacceptable Work

Contractors, at no additional cost to the University, shall correct unacceptable work. Unacceptable work includes any work that adversely affects the look, design, and function of the building.

Correction of unacceptable work shall be accomplished within prescribed amount of days after notification from the supervising manager of the unacceptable work. Contractors shall not progress on a new phase or area until the unacceptable work is corrected to the satisfaction of the ASU Gammage Facilities Manager.

6. Excess Materials

Excess and or unsuitable material and broken covering products shall be disposed of by the Contractor at a location of the Contractor's choice certifying they have obtained the property owner's permission for the disposal and recycling of all surplus material when possible.

7. Clean Up

Contractor must demo existing window coverings; remove all debris from the site by providing a dumpster or equal means of removing debris from the site daily. Contractor shall, upon completion of the work, remove all temporary barricades, signage, debris, trash, and unused materials necessary to complete the job, and put the work site and all right-of-way in a neat and clean condition. The clean-up will be included in the cost ASU.

8. Guarantees and Warranties

The contractor shall provide manufacturer's normal warranty but shall guarantee all products against manufacturing and installation defects for a period of at least one (1) year from date of acceptance. Should a defect occur, the contractor shall repair or replace item(s) at no charge to the University. The contractor shall guarantee such repair or replacement for one (1) subsequent year. Warranties covering a longer period are to be listed on the pricing schedule.

9. Reparations

The contractor shall make all repairs or render service within three (3) working days from notice of the University. In the event the contractor fails to make adjustments, repairs, corrections, or other work made necessary by such defects, the University may do so and charge the contractor the costs incurred.

10. Value Added Services

Proposers shall submit any value added services they feel would provide additional benefit to ASU Gammage within the scope of window coverings.

GENERAL SPECIFICATIONS

1. Flame Resistance

The Product(s) shall be made of flame resistant material, and **shall pass or exceed one or more of the following tests:**

- National Fire Protection Association (NFPA) 701 (small scale for horizontal applications)
- Department of Transportation Motor Vehicle Safety Standard 302 Flammability of Interior Materials
- California Administrative Code Title 19
- Federal Standard 191 Method 5903 (used by Port Authority of New York and New Jersey for drapery, curtain, and upholstery material)
- Boston Fire Department Test BFD IX-1
- New York State Uniform Fire Prevention and Building Code

Documentation and certification to this effect shall be supplied in the proposal.

2. COMMERCIAL HONEYCOMB SHADES PRODUCT SPECIFICATIONS

The following two products or equivalent. Specifications are:

a) PRODUCT

Hunter Douglas "Duette® UltraGlide® Commercial 3/8" FR Semi-Opaque Honeycomb Shades" for Glass Doors.

MATERIALS

I. Fabric

Permanent flame-resistant textured, non-woven polyester formed into translucent 3/8" hexagonal honeycomb cells in stacked tubular construction. Single cell construction; with each cell an independent piece of fabric. Finish LIST colors.

II. Head/Bottom Rail

UltraGlide® type rails constructed of aluminum alloy 6063. Internally fit with components required for specified custom performance and designed for smooth, quiet, trouble-free operation. Finish to be standard polyester based paint white finish. Ends fitted with polycarbonate end cap, white in color. Headrail measures 2 1/4" deep by 1 3/8" high.

III. Lifting Mechanism

Retractable cord mechanism to raise and lower the shade. The framing shall match the existing window mullion color. The fabric shall be a warm off white color

IV. Mounting Hardware

Manufacturer's standard nylon coated zinc-plated 1040 HR steel universal hidden brackets, provide a sleek, unobtrusive appearance.

b) PRODUCT

Hunter Douglas "Duette® SkyLift™ Commercial 3/4" FR Semi-Opaque Honeycomb Shades" for Windows.6

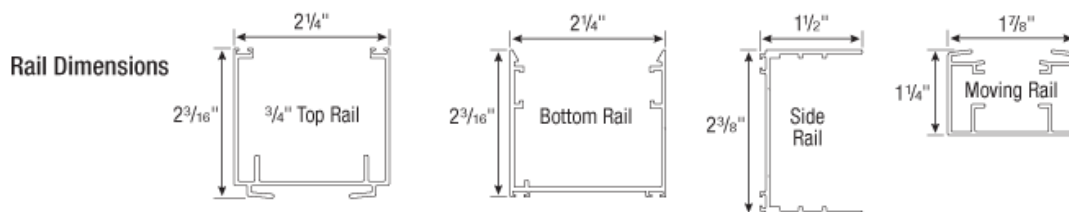
MATERIALS

I. Fabric

Permanent flame-resistant textured, non-woven polyester formed into translucent 3/4" hexagonal honeycomb cells in stacked tubular construction. Single cell construction; with each cell an independent piece of fabric. Finish selected by architect from manufacturer's available colors.

II. Head/Side/Bottom Rail

SkyLift™ or comparable type rails constructed of aluminum alloy 6063. Internally fit with components required for specified performance and designed for smooth, quiet, trouble-free operation. Finish to be standard polyester based paint gold finish. Ends fitted with polycarbonate corner cap, gold in color. The framing shall match the existing window mullion color.



III. Lifting Mechanism

Mylar belt driven system and cabling support that is housed within the shade side rails for level raising and lowering of the shade. Turning mechanism centered on the bottom frame that engages with the telescoping extension pole for out of reach shades.

IV. Mounting Hardware

Manufacturer's standard nylon coated zinc-plated 1040 HR steel universal hidden brackets, provide a sleek, unobtrusive appearance.

3. Fabrication

Window covering measurements shall be accurate to within + 1/8" or as recommended in writing by manufacturer.

4. Finishes

Fabric finish can be duotone with neutral tone facing the exterior and color selection facing the interior. The fabric shall be a warm off white color. Please submit color sample(s) with your proposal.

5. Execution

a) Timeline

Present timeline intended for design, shipping, and installation of window blinds.

b) Inspection

INSTALLER shall be responsible for inspection on site, approval of mounting surfaces, installation conditions and field measurement for this work.

c) Delivery

Contractor shall notify department at least forty-eight (48) hours in advance of shipment to schedule installation. Contractor shall follow up at least three (3) working days prior to installation to confirm scheduled appointment. Product shall be delivered to the site in manufacturer's packaging. Delivery to be coordinated with ASU Gammage facilities manager. The contractor shall not proceed with deliver and installation until expressed approval to commence has been given.

d) Installation

- I. Installer will be responsible for receiving, uncrating, assembly and installation of all materials at site.
- II. Installation shall comply with manufacturer's specifications, standards and procedures as detailed on contract drawings.
- III. Adequate Clearance shall be provided to permit unencumbered operation of shade and hardware on windows and doors – especially with door hardware.
- IV. Clean finish installation of dirt and finger marks. Leave work area clean and free of debris every day.
- V. Installer shall be responsible for providing all tools, lifts, ladders and whatever may be needed to protect existing building and furnishings.

e) Demonstration

Demonstrate operation method and instruct University personnel in the proper operation and maintenance of the blinds.

SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

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

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

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

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

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

Proposer shall minimize packaging and any packaging/packing materials that are provided must meet at least one of, and preferably all, of the following criteria:

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

Further, Proposer is expected to pick up packaging and either reuse it or recycle it. This is a requirement of the contract or purchase order.

SECTION VII – PRICING SCHEDULE

The pricing schedule for the new installation should include the following:

- Manufacturer name and product name
- Detailed list of all items to be delivered and/or installed by model number, description, sizes, quantities, measurements, unit list price and installation costs for each item
- The quantity and extended list price for each item shall be totaled and appropriate discount applied to the grand total within a specific brand/product line and contract.
- The proposer shall provide a cost for repair, listing the elements of repair and the cost for each
- Any increase in prices due to the weekend or holiday must be specified

SECTION VIII – PROPOSER QUALIFICATIONS

The University is soliciting proposals from firms, which are in the business of providing services as listed in this Request for Proposal.

Your proposal shall include, **at a minimum**, the following information. Failure to include these items may be grounds for rejection of your proposal.

QUALIFICATIONS

1. The Proposer (product/installer/repairer) shall present evidence that the firm and its officers, installers & repairers have been engaged for at least the past ten (10) years in providing a robust product, installation of this size.
2. Proposer must provide a minimum of three (3) project references similar in size and scope to this RFP. Please include summary of project, images, organization, date of project, contact name, email address. Website link with references listed is acceptable (in order to minimize use of paper).
3. Proposer must provide evidence of the supportive customer service levels.
4. Proposer must provide warranty information.
5. If awarded, the Contractor shall obtain a State of Arizona business license.
6. The Proposer shall furnish all necessary experienced labor, tools, equipment, transportation, supervision, and all effort necessary to complete the specifications herein.
7. Acknowledgement and acceptance of all ASU Terms and Conditions (Yes/No). All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal.

SECTION IX – EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

1. Response to Section VIII Qualifications (40%)
2. Response to Section V Specifications/Scope of Work (30%)
3. Response to Section IX Pricing Schedule (20%)
4. Response to Section VI Sustainability Efforts and Sustainability Questionnaire (10%)
5. Acknowledgement and acceptance of all ASU Terms and Conditions (Yes/No). All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal.

SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

To facilitate direct comparisons, your proposal must be submitted in the following format:

- **TWO (2)** 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
- **TWO (2)** continuous electronic copies (**flash drive only**), MAC/PC readable, labeled and no passwords.
- Any confidential and/or proprietary documents must be on a separate flash drive and labeled appropriately.
- Proposer must check all flash drives before submitting. Company marketing materials should not be included unless the Request for Proposal specifically requests them. All photos must be compressed to small size formats **AND LIMITED TO 2 PAGES.**

Required Content of Submittal:

1. Mandatory certifications and Substitute W-9 as per Section XIII
2. Section V Specifications/Scope of Work
3. Section VIII Qualifications
4. Section VII Pricing Schedule
5. Sustainability Efforts – Section XIII Supplier Sustainability Questionnaire
6. Acknowledgement and acceptance of all ASU Terms and Conditions (Yes/No). All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal.

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.

SECTION XI – PROPOSER INQUIRY FORMAT

Pre-Proposal questions, general clarifications, and inquiries must be emailed to the buyer: Karina Adum at kadum@asu.edu

Please include the following information in the header:

- Proposal Name
- Proposal Number

Please include the following information in your email:

- Inquiry Deadline
- Name of Inquirer
- Company Name
- E-Mail Address
- Phone Number
- Question

SECTION XII – TERMS & CONDITIONS

Below are the ASU Purchase Order Terms and Conditions. **Proposals that are contingent upon any changes to these mandatory terms and conditions may be deemed nonresponsive and may be rejected.** All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.

Arizona State University Standard Terms and Conditions

These Terms and Conditions (T&Cs) apply to the following (collectively, the PO): written offers, purchase orders, and other documents issued by the Arizona Board of Regents for and on behalf of Arizona State University (ASU) to a supplier (Supplier) for furnishing equipment, materials, or supplies (Goods) and/or services (Services) to ASU (the Goods/Services). These T&Cs together with the PO, any other written agreements signed by both parties, and any other documents incorporated by reference therein or herein will constitute the Agreement. Any terms not defined in these T&Cs will have the meanings set forth in the Agreement.

1. **Offer and Acceptance.** The PO is subject to cancellation by ASU at any time prior to acceptance by Supplier. Supplier accepts all of the Agreement's terms and conditions, without qualification, upon the sooner of the following: 1) any written acceptance by Supplier; or 2) shipment, delivery, or performance of all or any of the Goods/Services. Any term or condition in any invoice, offer, or other document issued by Supplier that modifies, adds to, or changes these T&Cs or the PO is rejected, and will not be part of the Agreement unless agreed by ASU in writing.
2. **Order of Precedence.** In the event of an inconsistency or conflict between or among the provisions of the Agreement, the inconsistency will be resolved by giving precedence in the following order: i) the PO; ii) these T&Cs; and iii) any other agreement or document signed by the parties.
3. **Modifications.** Any modification to the PO, including changes to quantity, price, terms of payment, delivery terms, specifications, etc. must be in an updated PO signed by the parties. If a delivery must differ from the PO, do not ship, deliver, or perform the Goods/Services and instead contact the appropriate ASU Buyer.
4. **Term and Termination.**
 - a. The Term of the Agreement is as stated in the Agreement. If the Agreement is silent as to the Term, the Term will extend from the date of acceptance of the Agreement by Supplier to the final delivery, acceptance, and payment of the Goods/Services. The Term will not exceed 5 years. Following the initial Term, the Agreement may be extended by mutual written agreement.
 - b. ASU may terminate the Agreement, with or without cause, upon 30 days written notice to Supplier. Upon termination, Supplier will refund to ASU all prepaid amounts for Goods/Services not delivered or performed. If the Agreement is terminated pursuant to this section, ASU will pay Supplier, as full compensation under the Agreement:(1) the portion of Goods/Services delivered or performed and accepted prior to the termination based on the unit prices in the Agreement, or, if no unit prices are provided, the pro rata amount of the total order price based on the amount delivered or performed; and (2) a reasonable amount, not otherwise recoverable from other sources by Supplier, and as approved by ASU, with respect to the undelivered, unperformed, or unacceptable portion of the Good/Services. In no event will compensation paid previously under the Agreement together with compensation paid under this section exceed the total PO or Agreement price.

- c. ASU may terminate the Agreement, in whole or in part, if Supplier defaults on any of its obligations in the Agreement and fails to cure such default within 7 days after receiving notice of default from ASU. In the event of such a default, ASU may procure the Goods/Services from other sources and Supplier will be liable to ASU for any excess costs ASU incurs.
 - d. ASU may terminate the Agreement at any time if Supplier files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Supplier and not discharged within 30 days; or if Supplier 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 Supplier or its business.
5. **Prices.** All Prices will be as listed in the PO or, if not listed in the PO, will be as otherwise set forth in the Agreement. Unless otherwise specified in the Agreement: 1) all prices are in US Dollars; 2) prices include any cost for shipping, packaging, shipping insurance, and handling; and 3) prices will include any travel, labor, interest, import/export fees, and other costs associated with providing the Goods/Services.
 6. **Settlement Method and Terms.** Payment will be subject to the provisions of Title 35 of the Arizona Revised Statutes (ARS), as amended from time to time, relating to time and manner of submission of claims. ASU's obligation will be payable only and solely from funds appropriated for the purpose of the Agreement. After delivery and acceptance of the Goods/Services, Supplier will submit an acceptable invoice to ASU. Invoices must be itemized, reference the Agreement or PO number, and include sufficient detail to document the invoiced amount. ASU will pay Supplier for the Goods/Services delivered and accepted net 30 days after receipt by ASU of an invoice meeting the requirements of this section.
 7. **Taxes.** Unless otherwise specified in the Agreement, prices will include all taxes and fees, including, without limitation, sales, use, or excise taxes, import duties, value added taxes, permit fees, license fees, or similar charges (Taxes). Taxes do not include ASU income taxes or taxes related to ASU's employees.
 8. **Inspection.** Supplier will supply the Goods/Services to ASU exactly as specified in the Agreement. The Goods/Services will meet the highest and best industry practices. ASU will have the right to inspect any Goods/Services prior to and a reasonable amount of time after delivery. If ASU determines that any Goods/Services are incomplete, defective, or not in compliance with the specifications or other requirements of the Agreement, ASU may reject such Goods/Services.
 9. **Warranties.** In addition to any implied warranties, Supplier warrants to ASU that: 1) the Goods/Services will be free from any defects in design, workmanship, materials, or labor; 2) all of the Services will be performed in a professional and workmanlike manner and in conformity with highest and best industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; 3) Supplier will comply, and will be responsible for ensuring Supplier Parties, as defined below, comply with all applicable laws, rules, and regulations in the performance of the Agreement; 4) Supplier owns or has sufficient rights in the Goods/Services that they do not infringe upon or violate any Intellectual Property, as defined below, of any third parties, and are free and clear of any liens or encumbrances; 5) any data, code, or software developed or delivered by Supplier to ASU will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; 6) any sensitive data and personally identifiable data (PII), as those terms may be defined in applicable laws provided by Supplier to ASU was obtained legally and Supplier has obtained all requisite permissions from the individuals whose PII is being provided for (a) Supplier to provide the PII to ASU, and (b) ASU to use the PII for the purposes and in the jurisdictions set forth in the Agreement; 7) the prices of Goods/Services in the Agreement are the lowest prices at which these or similar goods or services are sold by the Supplier to similar customers. In the event of any price reduction between execution of the Agreement and delivery of the Goods/Services, ASU shall be entitled to such reduction, and 8) all Goods/Services delivered by Supplier will conform to the specifications, drawings, and descriptions set forth in the Agreement, and to the samples furnished by the Supplier, if any. In the event of a conflict among the specifications, drawings, and description, the specifications will govern.
 10. **Indemnification.** Supplier will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnitee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or

alleged to be caused, by (i) the negligent or willful acts or omissions of Supplier, or any of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors (the Supplier Parties); (ii) a breach of the Agreement; or (iii) failure to comply with any applicable law, rule, or regulation. Supplier will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

11. **Responsibility.** Each party is responsible for the negligent or willful acts or omissions of its employees and contractors when acting under such party's direction and supervision. ASU recognizes an obligation to pay attorneys' fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of the Agreement or any other document: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory in PUR-202.
12. **Intellectual Property Ownership.** All Intellectual Property (as defined below) that Supplier or any of the Supplier Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, specifically for or at the request of ASU in connection with the Agreement (Contract IP), will be owned by ASU. To the extent any Contract IP is not considered work made for hire for ASU (or if ownership of all rights therein does not otherwise vest exclusively in ASU), Supplier hereby irrevocably assigns, and will cause the Supplier Parties to so assign, without further consideration, to ASU all right, title and interest in and to all Contract IP, including all copyright rights of ownership. Intellectual Property means all ASU Data, as defined below, 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. Supplier will make full and prompt disclosure of the Contract IP to ASU. Supplier will, and will cause the Supplier Parties, as and when requested by ASU, do such acts, and sign such instruments to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU's expense, to cooperate with ASU in the protection and/or defense of the Contract IP.
13. **Supplier's Intellectual Property.** Supplier will retain ownership of its pre-existing Intellectual Property, including any that may be incorporated into the Contract IP, provided that Supplier informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Supplier hereby grants to ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the course of performing under the Agreement.
14. **Data Use, Ownership, and Privacy.** The terms of this section apply if Supplier receives, has access to, stores, or analyzes any ASU Data (as defined below). As between the parties, ASU will own, or retain all of its rights in, all data and information that ASU provides to Supplier, as well as all data and information managed by Supplier on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Agreement, even if generated by Supplier, as well as all data obtained or extracted through ASU's or Supplier's use of such data or information (collectively, ASU Data). ASU Data also includes all data and information provided directly to Supplier by ASU students and employees, and includes personal data, metadata, and user content.

ASU Data will be ASU's Intellectual Property and Supplier will treat it as ASU Confidential Information (as defined below). Supplier will not use, access, disclose, or license, or provide to third parties, any ASU Data, except: (i) to fulfill Supplier's obligations to ASU hereunder; or (ii) as authorized in writing by ASU. Without limitation, Supplier will not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU's prior written consent. Supplier will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated information; or (y) transfer de-identified and aggregated information to any third party unless that third party agrees not to attempt re-identification or de-aggregation. For ASU Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by ASU, Supplier will deliver, destroy, and/or make available to ASU, any or all ASU Data.

Notwithstanding the foregoing, if the Agreement allows Supplier to provide aggregated and de-identified data to third parties, then Supplier may provide such data solely to the extent allowed in the Agreement, and, unless otherwise stated herein, only if such data is aggregated with similar data of others (i.e. is not identified as ASU, ABOR, or Arizona-specific).

Nondisclosure and Trade Secrets. Supplier may receive (or has received) from ASU and otherwise be exposed to confidential and proprietary information relating to ASU's business practices, strategies, and technologies, ASU Data, as well as confidential information of ASU necessary to perform and/or provide the Goods/Services (collectively, ASU Confidential Information). ASU Confidential Information may include, but is not limited to, confidential and proprietary information supplied to Supplier with the legend "ASU Confidential and Proprietary," or other designations of confidentiality. As between Supplier and ASU, the ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Accordingly, Supplier will not reproduce or otherwise use any of the ASU Confidential Information except in the performance or provision of the Goods/Services, 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 ASU's prior written consent. Upon termination of the Agreement, Supplier will cease using, and will return to ASU, all originals and all copies of the ASU Confidential Information, in all forms and media, in Supplier's possession or under Supplier's control. In addition, Supplier will not disclose or otherwise make available to ASU any confidential information of Supplier or received by Supplier from any third party.

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

15. **Information Security.** The terms of this section apply if: 1) ASU is purchasing or leasing software, or processing a software renewal; 2) Supplier is creating any code for ASU; 3) Supplier receives, stores, or analyzes ASU Data (including if the data is not online); OR 4) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data.

All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable laws, rules, and regulations. To diminish information security threats, Supplier will (either directly or through its third party service providers) meet the following requirements:

- a. Access Control. Control access to ASU's resources, including sensitive ASU Data, limiting access to legitimate business need based on an individual's job-related assignment. Supplier will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and Supplier will make such information available to ASU for review, upon ASU's request.
- b. Incident Reporting. Report information security incidents immediately to ASU (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 that may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for ASU, will be performed within the borders of the United States. Unless stated otherwise in the Agreement, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Agreement. 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 ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon ASU'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 ASU immediately if Supplier receives any kind of subpoena for or involving ASU Data, if any third party requests ASU Data, or if Supplier has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at Infosec@asu.edu, in addition to any other notice addresses in the Agreement.
 - g. **Security Reviews.** Complete SOC2 Type II or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by ASU upon ASU's request. Currently, no more than two 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 Agreement in accordance with industry standards and ASU standards (as documented in NIST 800-115) or equivalent. All web-based applications (e.g. HTTP/HTTPS accessible URLs, APIs, and web services) are required to have their own web application security scan and remediation plan. Supplier must correct weaknesses within a reasonable period of time, and Supplier must provide proof of testing to ASU upon ASU's request.
 - i. **ASU Rights.** ASU 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 prior to releasing new software versions. Supplier will provide internal standards and procedures to ASU for review upon ASU request.
16. **End User Licenses.** The terms of this section apply if the Goods/Services include software or other computer programs or applications that require acceptance of a clickwrap, click-through, end user license, or other similar agreement (**End User Agreement**) prior to the use of the software. If Supplier requires ASU's individual users to accept an End User Agreement, the terms of the End User Agreement that conflict or are inconsistent, with the terms of the Agreement or ASU's Privacy Policy will be null and void.
17. **Background Checks.** Supplier will exclude from any direct participation in Supplier's performance under the Agreement, any unqualified persons. In addition, at the request of ASU, Supplier will, at Supplier's expense, conduct reference checks and employment, education, SSN trace, National Sex Offender Registry, and criminal history record checks (collectively, **Screenings**) on requested persons employed or contracted by Supplier to perform work under the Agreement. Supplier will maintain as part of the records Supplier is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Supplier will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.
18. **Payment Card Industry Data Security Standard.** The terms of this section apply if Supplier is processing credit or debit card transactions as part of the Agreement. For e-commerce business and/or payment card transactions, Supplier will comply with the requirements and terms of the rules of all applicable payment card industry associations or organizations, as amended from time to time (PCI Security Standards), and be solely responsible for security and maintaining confidentiality of payment card transactions processed by means of electronic commerce up to the point of receipt of such transactions by a qualified financial institution.

Supplier will, at all times during the Term, 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. Supplier will provide attestation of compliance to ASU annually by delivering to ASU current copies of the following: (i) Supplier's "Attestation of Compliance for Onsite Assessments – Service Providers;" (ii) an attestation that all ASU locations are being processed and secured in the same manner as those in Supplier's "PCI Report on Compliance;" and (iii) a copy of Supplier's PCI Report on Compliance cover letter. Supplier will notify ASU immediately if Supplier becomes non-compliant, and of the occurrence of any security incidents (including information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

Supplier's services must include the following:

- a. Supplier maintains its own network operating on its own dedicated infrastructure. Supplier's network includes a firewall that (i) includes access control rules that separate Supplier's PCI network from ASU, and (ii) restricts any communication between Supplier's network devices and ASU systems.
 - b. Supplier treats the ASU network as an untrusted network and no unencrypted cardholder data traverses or otherwise is stored on ASU's network, and ASU has no ability to decrypt cardholder data.
 - c. All devices must be SRED (secure reading and exchange of data), EMV (Europay, MasterCard and VISA) and PTS POI compliant.
19. **Americans with Disabilities Act and Rehabilitation Act.** To the extent applicable, Supplier will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with ADA Laws. 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.
20. **Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance.** Supplier warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Supplier's work under the Agreement, Supplier will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of the Agreement.
21. **Export Controls.** If any of the Goods/Services are export-controlled under the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, or through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the Export Control Laws), Supplier will provide ASU with written notification that identifies the export-controlled Goods/Services and such Goods/Services export classification. None of the work undertaken pursuant to the Agreement will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. The parties will cooperate to facilitate compliance with applicable requirements of the Export Control Laws.
22. **Assignment.** Supplier may not transfer or assign the Agreement or any of Supplier's rights or obligations thereunder, either directly or indirectly, or by operation of law, without ASU's prior written consent, and any attempt to the contrary will be void.
23. **Governing Law and Venue.** The Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to the Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may now or hereafter have to venue or to convenience of forum.
24. **Packaging.** Supplier will package the Goods in accordance with good commercial practice. Each shipping container will be clearly and permanently marked as follows: (i) Supplier's name and address; (ii) ASU's name, address, and purchase order number; (iii) container number and total number of containers, e.g., box 1 of 4 boxes; and (iv) the number of the container bearing the packing slip. Supplier will bear cost of packaging unless otherwise provided.
25. **Shipment Under Reservation Prohibited.** Supplier will not ship the Goods under reservation and no tender of a bill of lading will operate as a tender of the Goods.

26. **Title and Risk of Loss.** The title and risk of loss of the Goods will not pass to ASU until they are delivered, received, and the contract of coverage has been completed. All risk of transportation and all related charges will be the responsibility of Supplier. Supplier will insure and file all claims for visible and concealed damage. ASU will notify Supplier promptly of any damaged Goods and will assist Supplier in arranging for inspection. Notice of rejection may be made to Supplier at any time within 1 month after delivery to ASU.
27. **No Replacement of Defective Tender.** Every tender of Goods will fully comply with all provisions of the Agreement as to time of delivery, quantity, quality, and the like. If a tender is made that does not fully conform, this will constitute a breach and Supplier will not have the right to substitute a conforming tender.
28. **Force Majeure.** Neither party will be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent. The party impacted by the force majeure will take commercially practicable actions to mitigate the impact of the force majeure.
29. **Business Continuity Plan.** If requested by ASU, Supplier will provide to ASU, within 30 days after such request, a comprehensive plan for continuing the performance of its obligations during a Public or Institutional Emergency (the Business Continuity Plan). The Business Continuity Plan, at a minimum, will address the following: 1) identification of response personnel by name; 2) key succession and performance responses in the event of sudden and significant decrease in workforce; and 3) contingency plans for the Supplier to continue the performance of its obligations under the Agreement, despite the emergency. In the event of a Public or Institutional Emergency, Supplier will implement the applicable actions set forth in the Business Continuity Plan and will make other commercially practicable efforts to mitigate the impact of the event. For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Supplier will not be entitled to any additional compensation or extension of time by virtue of having to implement it, unless otherwise agreed to by ASU in writing. A Public or Institutional Emergency will mean a natural or manmade event that creates a substantial risk to the public, that causes or threatens death or injury to the general public, or that causes a significant disruption to the day-to-day business operations of ASU.
30. **Gratuities.** Supplier will not give or offer any gratuities, in the form of entertainment, gifts or otherwise, or use an agent or representative of Supplier to give or offer a gratuity, to any officer or employee of the State of Arizona with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. If ASU determines that Supplier has violated this section, ASU may, by written notice to Supplier, cancel the Agreement. If the Agreement is canceled by ASU pursuant to this section, ASU will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Supplier in providing gratuities.
31. **Modifications.** The Agreement may be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
32. **Interpretation-Parol Evidence.** The Agreement is intended by the parties as a final expression of their agreement and is intended to be 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 will be relevant to supplement or explain any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement will not be relevant to determine the meaning of the Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Agreement, the definition contained in the Code, as adopted by the state of Arizona, will control.
33. **No Waiver.** No waiver by ASU of any breach of the provisions of the Agreement by Supplier will be construed to be a waiver of any future breach or bar ASU's right to insist on strict performance of the Agreement.
34. **Labor Disputes.** Supplier will give prompt notice to ASU of any actual or potential labor dispute that delays or may delay performance of the Agreement.
35. **Assignment of Anti-Trust Overcharge Claims.** In actual economic practice, overcharges resulting from anti-

trust violations are borne by the ultimate purchaser. Therefore, Supplier hereby assigns to ASU any and all claims for such overcharges.

36. **Sales and Use Tax.** Supplier will comply, and require all of the Supplier Parties to comply, with all applicable state and sales excise tax laws and compensation use tax laws and all amendments to same. Supplier will indemnify, defend, and hold harmless ASU, for, from, and against any and all claims and demands made against it by virtue of the failure of Supplier or any subcontractor to comply with the provisions of any or all tax laws and amendments. ASU is not exempt from state sales excise tax and compensation use tax.
37. **Rights to Inventions Made Under an Agreement or Agreement.** Agreements for the performance of experimental, developmental, or research work will provide for the rights of the United States 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, Agreements and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
38. **Parking.** Supplier will obtain all parking permits and/or decals required while performing any work on ASU premises. If needed, Supplier should contact ASU Parking and Transit, <http://cfo.asu.edu/pts>.
39. **Campus Deliveries and Mall Access.** Supplier will familiarize itself with ASU parking, campus delivery options, and loading zones. Not all campus buildings are directly accessible and some require Supplier to unload at lots or loading areas that may not be adjacent to the delivery or work location. As a result, Supplier 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 Supplier vehicle and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement times, and deliveries or work requiring vehicular or cart access may need to be arranged outside of enforcement times. For details about parking permits, supplier permits, loading zones, mall access, and pedestrian mall restrictions, go to <http://cfo.asu.edu/pts>. For additional information, go to <http://walk.asu.edu>.
40. **Health Insurance Portability and Accountability Act.** To the extent applicable, Supplier will abide by all laws and regulations that protect the privacy of healthcare information to which Supplier obtains access under the Agreement. Certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to Supplier and ASU, and their relationships and operation under the Agreement. If necessary, Supplier and ASU will enter into a standard Business Associate Agreement, and any other required HIPAA agreements. To the extent the terms thereof relate to Supplier's performance under the Agreement, the provisions of the Business Associate Agreement will control.
41. **Liens.** All Goods/Services delivered and performed under the Agreement will be free of all liens and, if ASU requests, Supplier will deliver to ASU a formal release of all liens.
42. **Performance and Payment Bonds.** At the request of ASU, Supplier will provide and pay for performance and payment bonds. Bonds will cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) thereunder, in such form as ASU may prescribe. Supplier will deliver the required bonds to ASU not later than the date of executing the Agreement. Supplier will require the attorney in fact who executes the required bonds on behalf of surety to affix thereto a certified and current copy of his/her power of attorney indicating the monetary limit of such power. Surety will be a company licensed to do business in the State of Arizona and will be acceptable to ASU. Supplier will increase the bond amount to include any change order, at 100% of the total value amount of each change order.
43. **Price Adjustment.** ASU normally considers price changes at the end of one contract period and the beginning of another. Price change requests will be supported by evidence of increased costs to Supplier. ASU will not approve price increases that will merely increase gross profitability of Supplier at the expense of ASU. Price change requests will be a factor in the contract extension review process. ASU will determine whether any requested price increase or an alternate option is in the best interest of ASU. Any price adjustment to the Agreement will require an updated PO.
44. **Academic Freedom and Accreditation.** ASU will maintain ultimate authority over all curriculum. Nothing in the Agreement will limit ASU's academic freedom or require ASU to violate any of the policies, standards, and

requirements of ABOR or any accrediting entities.

45. **Essence of Time.** Time will be of the essence as to matters contemplated by the Agreement.
46. **Non-Discrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
47. **Conflict of Interest.** If within 3 years after the execution of the Agreement, Supplier hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating the Agreement, then ASU may cancel the Agreement as provided in ARS § 38-511.
48. **Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
49. **Dispute Resolution.** If a dispute arises under the Agreement, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.
50. **Records.** To the extent required by ARS § 35-214, Supplier will retain all records relating to the Agreement. Supplier will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of the Agreement and for 5 years after the completion of the Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Supplier.
51. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under the Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Supplier and cancel the Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
52. **Weapons, Explosives, and Fireworks.** ASU's Weapons, Explosives, and Fireworks Policy prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12- 781, or unless written permission is given by ASU's Police Chief or a designated representative. Supplier will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Supplier of this policy and Supplier will enforce this policy against all such persons and entities.
53. **Confidentiality.** ASU, as a public institution, is subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.
54. **Indemnification and Liability Limitations.** Because ASU is a public institution, any indemnification, liability limitation, releases, or hold harmless provisions are limited as required by Arizona law, including Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41-621. ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.
55. **Advertising, Publicity, Names and Marks.** Supplier will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (**ASU Marks**), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding the Agreement; or (iii)

represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark. **Privacy; Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Supplier will not require any ASU students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If the Agreement contains a scope of work or other provision that requires or permits Supplier to access or release any student records, then, for purposes of the Agreement only, ASU designates Supplier as a "school official" for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Supplier or any Supplier Parties must comply with ASU's definition of legitimate educational purpose in SSM 107-01: Release of Student Information, at <http:asu.edu/aad/manuals/ssm/ssm107-01.html>. If Supplier violates the terms of this section, Supplier will immediately provide notice of the violation to ASU.

56. **Data Protection.** Supplier will ensure that all services undertaken pursuant to the Agreement are performed in compliance with applicable privacy and data protection laws, rules, and regulations. If Supplier will serve as a Processor of ASU Data that includes Personal Data of Data Subjects who reside in the European Union, Supplier will cooperate with ASU to comply with the GDPR with respect to such Personal Data and Data Subjects. This includes ensuring that all Data Subjects have signed appropriate Consents, and signing and complying with all documents and agreements reasonably requested by ASU, including any data processing agreements. All capitalized terms in this section not otherwise defined in the Agreement are defined in the GDPR.
57. **Authorized Presence Requirements.** As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Supplier warrants that it and its subcontractors comply fully with all applicable immigration laws, rules, and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.
58. **Small Business.** If subcontracting (Tier 2 and higher) is necessary, Supplier will make commercially reasonable efforts to use Small Business (SB) and Small Diverse Business (SDB) in the performance of the Goods/Services. ASU may request a report at each annual anniversary date and at the completion of the Agreement indicating the extent of SB and SDB participation.
59. **Tobacco Free.** ASU is tobacco-free. For details visit [www.asu.edu/tobaccofree](http:www.asu.edu/tobaccofree).
60. **Title IX Obligation.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. ASU's Title IX Guidance is available online. Supplier will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Supplier Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Supplier Parties comply with ASU's Title IX Guidance.
61. **No Boycott of Israel.** As required by ARS § 35-393.01, Supplier certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the Term.
62. **Survival Clause.** All provisions of the Agreement that anticipate performance after the termination of the Agreement, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Agreement.
63. **Insurance Requirements.** Without limiting any liability of or any other obligation of Supplier, Supplier will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Supplier, its agents,

representatives, employees or subcontractors, as described in Insurance Requirements below.

64. **Federal Funding Provisions.** If the Agreement involves the use of United States federal funds, including from a government grant or funds from a subcontract at any tier relating to a federal government grant, the following terms apply to the Agreement:

- a. **Byrd Anti-Lobbying Amendment.** If the Agreement is for \$100,000 or more, Supplier will file the certifications required by 31 U.S.C 1352 and associated regulations. Each tier certifies to the tier above that it will not or 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 will also disclose any lobbying with non-federal funds that takes place in connection with obtaining a federal award. Such disclosures are forwarded from tier to tier up to ASU.
- b. **Debarment & Suspension.** Supplier represents and warrants that neither it nor any of its subcontractors supplying the Goods/Services have either directly or indirectly or through subcontractors, been suspended, debarred, or otherwise excluded from participation in or penalized by any federal or state procurement, non-procurement, or reimbursement program. Supplier affirms that it has confirmed the above statement by checking The System for Award Management (SAM) www.uscontractorregistration.com within 180 days prior to commencing work under the Agreement. Supplier will provide immediate written notice to ASU upon learning that it or any of its subcontractors are under any investigation or proposed action that could result in such exclusion, suspension, or debarment.

65. **Government Subcontract Provisions.** If this order is a subcontract under a U.S. government prime contract, the clauses contained in the following paragraphs of the Federal Procurement Regulations (FPR) or the Armed Services Procurement Regulations (ASPR) are incorporated into the Agreement by this reference. Each regulation contains criteria for determining applicability of the regulation to a particular contract.

In the following clauses, the terms "Government" and "Contracting Officer" will mean ASU; the term "Agreement" will mean the Agreement and the term "Contractor" will mean Supplier. Supplier will comply with all applicable federal laws and regulations, including but not limited to Uniform Guidance (2 CFR Part 200) and Debarment and Suspension (45 CFR 620).

For purchases funded with federal funds, the following provisions are incorporated into the Agreement by reference where applicable and form a part of the terms and conditions of the Agreement. Supplier agrees to flow down all applicable clauses to lower-tier entities.

Federal Acquisition Regulations (FAR)**

52.202-1 Definitions

52.203-3 Gratuities

52.203-5 Covenant Against Contingent Fees

52.203-6 Restrictions on Subcontractor Sales to the Government (over \$100,000, except for commercial terms)

52.203-7 Anti-Kickback Procedures (over \$100,000, except for commercial items)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.204-2 Security Requirements (when Subcontract involves access to classified information)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment

52.211-15 Defense Priority and Allocation Requirements

52.214-27 Price Reduction For Defective Cost or Pricing Data

52.215-1 Instructions to Offerors—Competitive.

52.215-2 Audit and Records - Negotiation

52.215-12 Subcontractor Cost or Pricing Data (over \$650,000, except for commercial items)

52.215-13 Subcontractor Cost or Pricing Data – Modifications

52-215-14 Integrity of Unit Prices (over \$100,000 except for construction and commercial items)

52-219-8 Utilization of Small Business Concerns

52-219-9 Small Business Subcontracting Plan (over \$550,000)

52.222-1 Notice to the Government of Labor Disputes

52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation

52.222-6 Davis-Bacon Act [Construction Wage Rate Requirements]

52.222-20 Walsh Healey Public Contracts Act [Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000.]

52.222-21 Prohibition of Segregated Facilities

52.222-26 Equal Opportunity

52.222-35 Equal Opportunity for Veterans

52.222-36 Equal Opportunity for Workers with Disabilities (over \$10,000)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans (over \$25,000)

52.222-40 Notification of Employee Rights Concerning Payment of Union Dues or Fees (over \$100,000)

52.222-41 Service Contract Act of 1965, as Amended

52.222-50 Combating Trafficking in Persons (services only)

52.223-3 Hazardous Material Identification and Material Safety Data

52.223-6 Drug-Free Workplace

52.225-1 Buy American Act – Supplies

52.225-13 Restrictions on Certain Foreign Purchases

52.227-1 Authorization and Consent (Alt I in all R&D) (over \$100,000)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (over \$100,000)

52.227-3 Patent Indemnity

52.227-10 Filing of Patent Applications--Classified Subject Matter

52.227-11 Patent Rights – Retention by the Contractor (Alt I-V) (except for Commercial Items)

52.227-13 Patent Rights - Acquisition by the Government (except for Commercial Items)

52.227-14 Rights in Data – General

52.233-1 Disputes

52.242-1 Notice of Intent to Disallow Costs
52.242-15 Stop-work order
52.243-1 Changes - Fixed Price (43.205 (a) (1) Alts may apply)
52.243-2 Changes - Cost Reimbursement (43.205 (b) (1) Alts may apply)
52.244-2 Subcontracts
52.244-5 Competition in Subcontracting
52.244-6 Subcontracts for Commercial Items
52.245-2 Government Property – Installation Operation Services
52.246-15 Certificate of Conformance
52.247-63 Preference for U.S. Flag Air Carriers
52.247-64 Preference for U.S. Flag Commercial Vessels
52.249-2 Termination for Convenience of the Government (Fixed Price)
52.249-5 Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions)
52.249-14 Excusable Delays
52.255-50 Combatting Trafficking in Persons

Defense Federal Acquisition Regulations (DFAR)**

DFAR CIT. TITLE

252.203-7001 Prohibition on Persons convicted of Fraud or Other Defense Agreemented-Related Felonies
252.222-7000 Restrictions on Employment of Personnel
252.225-7000 Buy American Act and Balance of Payments program
252.227-7013 Rights in Technical Data and Computer Software
252.227-7016 Rights in Bid or Proposal Information
252.227-7018 Rights in Noncommercial Technical Data and Computer Software
252.227-7019 Validation of Asserted Restrictions – Computer Software
252.227-7037 Validation Technical Data
252.243-7001 Pricing of Agreement Modifications
252.244-7000 Subcontracts for Commercial Items and Commercial Components

**Full text of the FAR clauses can be found at <http://www.arnet.gov/far>

**Full text of the DFAR clauses can be found at <http://farsite.hill.af.mil/VDFARs.htm>

Insurance Requirements

Without limiting any liabilities or any other obligation of Supplier, Supplier will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Supplier, its agents, representatives, employees or subcontractors, as described below.

These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. ASU does not warrant that these minimum limits are sufficient to protect Supplier from liabilities that might arise out of the performance of the work under the Agreement by Supplier, its agents, representatives, employees, or subcontractors. These insurance requirements may change if Supplier is a foreign entity, or with foreign insurance coverage.

A. Minimum Scope and Limits of Insurance: Supplier's insurance coverage will be primary insurance with respect to all other available sources. Supplier will provide coverage with limits of liability not less than those stated below:

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Contractual Liability	\$1,000,000
• Fire Legal Liability (only if Agreement is for leasing space)	\$ 50,000
• Each Occurrence	\$1,000,000

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

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

2. Automobile Liability. If Supplier will be driving on ASU campus or on ASU business the following section will apply: Policy will include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of the Agreement in the following amounts. If Supplier is not an individual then coverage will be a combined single limit of \$1,000,000. If Supplier is an individual then coverage will be \$100,000 per person, \$300,000 per accident, and \$50,000 property damage.

a. Policy will include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Supplier, involving vehicles owned, leased, hired, or borrowed by Supplier."

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

c. Policy will contain a severability of interest provision.

3. Worker’s Compensation and Employers’ Liability. Applicable statutory limits, as amended from time to time.
 - a. Employer’s Liability in the amount of \$1,000,000 injury and disease.
 - b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.
 - c. This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/Independent Contractor) form.
4. Technology/Network Errors and Omissions Insurance. The terms of this section apply if: 1) ASU is purchasing or leasing software, or processing a software renewal; 2) Supplier is creating any code for ASU; 3) Supplier receives, stores, or analyzes ASU Data (including if the data is not online); 4) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data; OR 5) ASU is purchasing or leasing equipment that will connect to ASU’s data network.

- Each Claim \$2,000,000
- Annual Aggregate \$4,000,000

- a. This insurance will cover Supplier’s liability for acts, errors and omissions arising out of Supplier’s operations or services, including loss arising from unauthorized access, or use that results in identity theft or fraud.
- b. If the liability insurance required by the Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy will precede the effective date of the Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under the Agreement is completed.
- c. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

5. Professional Liability (Errors and Omissions Liability). If the Supplier will provide ASU Services under the Agreement, the Policy will include professional liability coverage as follows:

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

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

B. Cancellation; Material Changes: Cancellation notices will be delivered to ASU in accordance with all policy provisions. Notices required in this Section must be sent directly to ASU Purchasing and Business Services, PO Box 875212, Tempe, AZ, 85287-5212 and will be sent by U.S. certified mail, return receipt requested.

C. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A- VII. ASU in no way warrants that the above required minimum insurer rating is sufficient to protect Supplier from potential insurer insolvency. Self-Insurance may be accepted in lieu of or in combination with insurance coverage requested.

D. Verification of Coverage: Supplier will furnish ASU with valid certificates of insurance as required by the Agreement. All valid certificates evidencing insurance required by the Agreement are to be received and approved by ASU before work

commences. Each insurance policy required by the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the term of the Agreement. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this section must be sent to ASU Purchasing and Business Services, PO Box 875212, Tempe, AZ, 85287-5212. ASU's project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and ASU may require complete, certified copies of policies at the time of notice of any loss or claim.

E. Subcontractors. Supplier's certificate(s) may include all subcontractors as insureds under its policies as required by the Agreement, or Supplier will furnish to ASU copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

F. Approval. These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in the Agreement will require the approval of ASU's Department of Risk and Emergency Management.

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.

(Email Address)

(Address)

(Signature Required)

(Phone)

(Print Name)

(Fax)

(Print Title)

(Federal Taxpayer ID Number)

(Rev. 4/22/14)

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) (a) "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.

(Email Address)

(Address)

(Signature Required)

(Phone)

(Print Name)

(Fax)

(Print Title)

(Federal Taxpayer ID Number)

(Rev. 4/22/14)

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)

(Email Address)

(Address)

(Signature Required)

(Phone)

(Print Name)

(Fax)

(Print Title)

(Federal Taxpayer ID Number)

(Anti-Lobbying Certificate Continued)
(Rev. 4/22/14)

LEGAL WORKER CERTIFICATION

(Date)

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

Authorized Presence Requirements. As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS 1§ 23-214(A) (verification of employee eligibility through the e-verify program). Vendor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract ASU retains the legal right to inspect the papers of any Contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

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.

(Email Address)

(Address)

(Signature Required)

(Phone)

(Print Name)

(Fax)

(Print Title)

(Federal Taxpayer ID Number)

(Rev. 6/23/14)

ALL SERVICE PROVIDERS ARE REQUIRED TO READ & SIGN THIS ASU SERVICE PROVIDER ACKNOWLEDGEMENT PRIOR TO PERFORMING WORK ON ASU PROPERTY. FAILURE ON THE PART OF THE SERVICE PROVIDER TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN TERMINATION OF THE CONTRACT WITH ASU.

SERVICE PROVIDER ACKNOWLEDGEMENT

Arizona State University is committed to protecting the health and welfare of students, faculty, staff, visitors, and to the environment. Accordingly, it is important that all members of the ASU community recognize and share this commitment and comply with the environmental, health and safety policies, rules, procedures and regulations governing ASU campus activities.

ASU is also looking to the community, including service providers, for cooperative and responsible leadership that will help the University implement a safer environment through safer practices and more sustainable solutions.

Towards this end, it is ASU's expectation that all service providers have the responsibility for environmental, health, and safety issues created or otherwise arising from or related to their work under their contract with ASU.

The service provider shall ensure that its employees are properly identified (e.g. officially issued picture ID and/or badge) and have been instructed about the boundaries of their work areas. Service providers will comply with all applicable local, state, and federal rules and regulations, including those related to the Occupational Safety and Health Act of 1970.

For all service providers, ASU is providing a few general guidelines in this document concerning conducting work on ASU Job Sites.

SERVICE PROVIDER DEFINITION

Refers to any individual, company, or corporation who is hired by ASU or an ASU employee to provide construction, repair or maintenance related services on ASU property or facilities.

GENERAL SITE INFORMATION

Failure on the part of the service provider to comply with the following requirements may result in termination of the contract with ASU. Prior to working in areas where site-related hazards might be present, all service providers shall consult with the Project Manager for more information

- Permission must be obtained from the Project Manager whenever it is necessary for personnel to go to the roof of any building.
- Lunch and break areas are to be coordinated through the Project Manager.
- Pedestrians should use walkways where provided. Shortcuts shall not be taken through operating areas.
- Explosives of any type are prohibited on the site with the **exception of Powder Actuated Tools.**
- Barricading of ASU streets (contacting ASU Police at 480-965-3456 is required prior to any barricades being set).

PARKING -- Park in specified areas only

The proper parking permit must be secured from ASU Parking and Transit Systems (PTS) and displayed appropriately in vehicles. Contact the Project Manager and/or at PTS at 480-965-9297. Do not block entrance ramps, trash docks, and truck doors, etc.

DISCLOSURE OF ASBESTOS, LEAD AND/OR OTHER HAZARDOUS MATERIALS

Arizona State University is informing all service providers of the potential presence of asbestos, lead and or other hazardous materials at ASU. Depending on the location(s) of your work, there may be one or more of these materials present. It is your responsibility to discuss the full scope of your work with the CPMG Project Manager or designee so that you have the appropriate information related to asbestos, lead and/or other potentially hazardous materials. If the scope of your work changes, contact your CPMG Project Manager or designee before proceeding to determine if the change in scope may involve the potential disturbance of asbestos, lead and/or other hazardous materials.

Should there be changes to your scope of work affecting areas outside of your original contract area, or, if unforeseen or unidentified suspect materials be uncovered or discovered during your work, you are required to stop all work which would impact those materials until they can be evaluated and tested by ASU. Immediately upon discovery of any unidentified or unforeseen building material, you must notify the CPMG Project Manager to arrange for ASU to evaluate and test the materials.

Prior to your work taking place, inspections for asbestos, lead and other potentially hazardous materials must be (or have been) conducted by ASU, and identified materials (containing asbestos, lead or other hazardous materials) that would be disturbed by your current scope of work will be (or have been) removed or isolated in such a manner as to prevent potential exposure. Please contact ASU CPMG Asbestos Program Manager at 480-965-7739 to determine if, based on your current scope of work, there any remaining materials which are or may be present in adjacent location(s), but should not be disturbed.

Your signature on this document acknowledges you received this disclosure and that you had the opportunity to review your scope of work with the CPMG Project Manager or designee.

The **Service Provider Job-Site Safety Information** Orientation document is meant to serve as a guide for the contractor/vendor, any and all of its supervisors, and any and all of its subcontractors during their performance within the scope of work under their contract with ASU. Although the document sets forth certain guidelines and rules of operations on ASU sites, it is not intended to address every potential safety and health issue that may arise during the scope of the contracted work. **IT DOES NOT COVER EVERY POSSIBLE SITUATION.**

While ASU retains the right to periodically review the work of any service provider, its supervisors, or its subcontractors, ASU does not assume responsibility for any issues identified outside of contract compliance.

TEMPE CAMPUS UTILITY TUNNEL SYSTEM

Asbestos exists in the underground utility tunnel system located on the Tempe Campus of Arizona State University. It is your responsibility to discuss the scope of your work with the CPMG Project Manager or designee in order to provide you with any further information related to asbestos issues which may be encountered during any work in the tunnels.

The gravel or earthen flooring material throughout the tunnel system has become contaminated material from historical damage and repair to pipe insulation. Walking on, or other disturbance to, the flooring material may cause entrained asbestos fibers to become airborne.

In addition, asbestos is present in most thermal system insulation applied to steam, steam condensate and hot water piping. The disturbance of insulation materials is strictly prohibited.

ASU has determined that persons working in the underground utility tunnel system may be potentially exposed to airborne asbestos fibers at or above the U.S. Occupational Safety and Health Administration (OSHA) permissible exposure limit of 0.1 fibers per cubic centimeter (f/cc).

Vendors are advised that airborne fibers which exist in the tunnel areas may be below the minimum length of five microns capable of being detected by analysis using Phase Contrast Microscopy (PCM) analytical techniques. Airborne fibers within the tunnels are detectable using Transmission Electron Microscopy (TEM) methods. Each service provider is responsible for ensuring proper use of personal protective equipment including respiratory protection at all times while working in the Tempe tunnel system.

It is your responsibility to discuss the scope of work conducted within the tunnel system with your employees, or sub-contracted employees, and to provide the appropriate training, personal protective equipment and air monitoring as required by OSHA.

Accordingly, ASU expects each service provider to supplement the provisions contained in the Service Provider Job-Site Information & Guideline document with proper instructions and work practices that, based on knowledge and experience, will help decrease the likelihood of injury to service provider employees, subcontractors' employees, and to others, as well and prevent damage to property and material on ASU sites.

[Service Provider Name] _____

[Street Address] _____

[City, State, ZIP] _____

The above service provider certifies that they, any and all of its subcontractor's, or its supervisors, prior to commencing any work on an ASU site, have reviewed and understand the contents of the Service Provider Job-Site Information & Guidelines document located at <https://www.asu.edu/ehs/documents/service-provider-jobsite-safety-manual.pdf> and/or have attended the Service Provider Job-Site Information & Guidelines orientation program produced by ASU Department of Environmental Health and Safety. By having their representative sign and date this document prior to commencing any work, the service provider accepts, and agrees to the provisions of these Acknowledgement Clauses.

[Name] _____

[Title] _____

Employer Representative Signature

Date

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY

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.

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?

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

Energy

Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:

<http://www.ghgprotocol.org/calculation-tools>

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

<https://practicegreenhealth.org/topics/energy-water-and-climate/climate/tracking-and-measuring-greenhouse-gas-emissions>

Solid Waste

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

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

Greenbiz's comprehensive guide to reducing corporate waste:

<http://www.greenbiz.com/research/report/2004/03/09/business-guide-waste-reduction-and-recycling>

Water Waste

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

http://www.bsr.org/reports/BSR_Water-Trends.pdf

EPA information about conserving water:

<http://water.epa.gov/polwaste/nps/chap3.cfm>

Packaging

Links to get you started on sustainable packaging:

<http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm>

<http://sustainablepackaging.org/uploads/Documents/Definition%20of%20Sustainable%20Packaging.pdf>

Sustainability Practices

Ideas for alternative transportation programs:

<http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTranspPrograms.pdf>

The EPA environmentally preferable purchasing guidelines for suppliers:

<http://www.epa.gov/epp/>

EPA Life Cycle Assessment Information:

<http://www.epa.gov/nrmrl/std/lca/lca.html>

Green Seal green products & services:

<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=16>

Ecologo cleaning and janitorial products:

http://www.ecologo.org/en/certifiedgreenproducts/category.asp?category_id=21

EPA information on sustainable landscape management:

<http://www.epa.gov/epawaste/consERVE/tools/greenscapes/index.htm>

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 for Small companies:

Energy

Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:

<http://www.ghgprotocol.org/calculation-tools>

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

<https://practicegreenhealth.org/topics/energy-water-and-climate/climate/tracking-and-measuring-greenhouse-gas-emissions>

Solid Waste

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

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

Greenbiz's comprehensive guide to reducing corporate waste:

<http://www.greenbiz.com/research/report/2004/03/09/business-guide-waste-reduction-and-recycling>

Water Waste

EPA information about conserving water:

<http://water.epa.gov/polwaste/nps/chap3.cfm>

Packaging

Links to get you started on sustainable packaging:

<http://www.epa.gov/smm/sustainable-materials-management-road-ahead>

<http://sustainablepackaging.org/uploads/Documents/Definition%20of%20Sustainable%20Packaging.pdf>

Sustainability Practices

Ideas for alternative transportation programs:

<http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTranspPrograms.pdf>

The EPA environmentally preferable purchasing guidelines for suppliers:

<http://www.epa.gov/epp/>

EPA life cycle assessment information:

<http://www2.epa.gov/saferchoice/design-environment-life-cycle-assessments>

Green Seal green products & services:

<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=16>

Ecologo cleaning and janitorial products:

<http://productguide.ulenvironment.com/SearchResults.aspx?CertificationID=27>

EPA information on sustainable landscape management:

<http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm>

RETURN TO ASU				DO NOT SEND TO IRS
ATTN: Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.				
▶ Taxpayer Identification Number (TIN)		<input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> Social Security Number (SSN)		
▶ LEGAL NAME: (must match TIN)				
▶ LEGAL MAILING ADDRESS: (Where tax information and general correspondence is to be sent)				
DBA/Branch/Location:				
ADDRESS LINE 1:				
ADDRESS LINE 2:				
CITY:		ST:		ZIP:
▶ REMIT TO ADDRESS: <input type="checkbox"/> Same as Legal Mailing Address				
DBA/Branch/Location:				
ADDRESS:				
ADDRESS LINE 2:				
CITY:		ST:		ZIP:
▶ ENTITY TYPE (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)				
<input type="checkbox"/> Individual (not a business)	<input type="checkbox"/> Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	<input type="checkbox"/> Corporation (not providing health care, medical or legal services) (EP: 5)	<input type="checkbox"/> Corporation (providing health care, medical or legal services) (EP: 5)	<input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC
<input type="checkbox"/> The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)	<input type="checkbox"/> A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)	<input type="checkbox"/> Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)	<input type="checkbox"/> An international organization or any of its agencies or instrumentalities (EP: 4)	<input type="checkbox"/> State of Arizona employee
Corporations: Is your or an affiliated company's stock regularly traded on one or more established security markets? <input type="checkbox"/> Yes <input type="checkbox"/> No (FC: D/E)				
▶ CERTIFICATION				
Under penalties of perjury, I certify that:				
1. The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me). 2. I am not subject to backup withholding because I am exempt from backup withholding, I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding. 3. I am a U.S. citizen or other U.S. person (defined below). 4. The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct.				
Certification instructions. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.				
Signature of U.S. Individual			Date:	

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

RETURN TO ASU				DO NOT SEND TO IRS
► Legal Name:		TIN:		
Are you doing business in Arizona for purposes of sales/use tax collection and remittance? <input type="checkbox"/> Yes <input type="checkbox"/> 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				
Large Business? YES <input type="checkbox"/> NO <input type="checkbox"/>				
Small Business? YES <input type="checkbox"/> NO <input type="checkbox"/>				
Please check all that apply to your business for the federal supplier type or check Not Applicable here: <input type="checkbox"/>				
Service-Disabled Veteran-Owned (VD) <input type="checkbox"/>	Small Disadvantaged (SD) <input type="checkbox"/>	Women-Owned (WO) <input type="checkbox"/>		
Veteran-Owned (VO) <input type="checkbox"/>	Minority Institution (MI) <input type="checkbox"/>	HUB Zone (HZ) <input type="checkbox"/>		
SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION				
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 <input type="checkbox"/>	NO <input type="checkbox"/>
Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUB Zone small, small disadvantaged or women-owned small business concern to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.				
Print Name:				
Signature:				
Phone:		Fax:		
Email:				
VENDOR: List the product or service provided.				
If the buyer name is listed, please return to the buyer.		Buyer:	Phone:	Email:

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