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SECTION I – REQUEST FOR PROPOSAL

RFP 191908

Arizona State University is requesting sealed proposals from qualified firms or individuals for **Provide On-Site Dining, Catering and Food Services in the University Club at Arizona State University**.

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 Boulevard & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 P.M., MST, 04/23/19** 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

_________________________
Karen S. Ashe  
Purchasing Manager  

KSA/ap
SECTION II – PURPOSE OF THE RFP

1. INTENT

ASU intends to contract with a qualified firm to provide on-site dining, catering and food services at the University Club (U Club). Successful firm must provide a menu that offers a wide selection of fresh, nutritious meals served in an upscale atmosphere, have the ability to schedule and cater events held at the U Club and across campus on behalf of the U Club and manage restaurant services for the U Club Bistro.

It is the desire of the University to contract with a provider that has a vision for a broader utilization; growth in faculty and staff memberships; and increased use by the university community. Auxiliary Business Services, a division of Business and Finance, will be the administrator of this contract. University Club management will work with the provider to promote the food service program and expand the membership.

This RFP is for services at the University Club. Other venues on campus that serve food are presently under contract with other food service providers and are not part of this solicitation. Provider would be able to cater events outside of the designated areas in the RFP, with a commission paid to Auxiliary Business Services, by becoming an approved supplier on ASU’s Approved Catering List.

2. BACKGROUND INFORMATION

The University Club has been in operation since 1987 and has a membership of approximately 700 faculty members, staff, alumni, retirees, corporate and community members. The University Club may be utilized by non-members for events with payment of a facility usage fee. The volume of sales at the University Club for the Bistro has averaged approximately $113,000 and catering averaged $1,200,000 the past two fiscal years. The University does not guarantee a minimum volume of service. Functions in the University Club include daily lunch service, evening functions, special events, high tea, social hours, themed events during holidays, etc. We are open to suggestions for other events and service, including breakfast and evening dining.

Arizona State University is a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 100,000 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.


3. TERM OF CONTRACT
The initial contract term will be for three (3) year(s) with the possibility of two (2) successive one (1) year renewals, for a total term not to exceed five (5) years.

The University may consider alternative contract term periods if it is deemed advantageous to do so. If alternative contract terms are proposed, they should be specified in the Pricing Schedule. Note: Alternative terms cannot be in lieu of the term stated above.

The contract will be available for use by other University departments during this term.
SECTION III – PRE-PROPOSAL CONFERENCE

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

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

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

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

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

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

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

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

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

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

7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.

8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.
9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

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

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

12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of **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:** The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions will 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.** 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.

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

15. **Days:** Calendar days

May: Indicates something that is not mandatory but permissible/desirable.

Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.
16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

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

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

Karen S. Ashe  
Purchasing and Business Services  
University Services Building  
Arizona State University  
PO Box 875212  
Tempe, AZ 85287-5212

Tel: 480-965-3270
Requests must be submitted on a copy of the Proposer Inquiry Form included in Section XI of this Request for Proposal. All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

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

23. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.

24. In accordance with an executive order titled “Air Pollution Emergency Proclamation” modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.

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

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

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

28. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these
goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809.

Protests should be directed to:

Jamon Hill  
Deputy Chief Procurement Officer  
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 Magazine

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 450,000 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.
- 230,000 of alumni reside in Arizona.
- More than 200,000 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 ASU Magazine, mailed to more than 400,000 homes around the world three times per year.
- Sponsor one of the Association’s many programs and events and receive recognition and access to targeted audiences. Events include: Founder’s Day, Homecoming, Legends Luncheon, Sun Devil 100, football tailgates, 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 to Sun Devil alums all over the world.
- Advertise on the ASU Alumni Web site or on our 110 Chapter/Club websites or in monthly E newsletter which is sent out to more than 240,000 people monthly. Cost is $1000 per month per each advertising venue.
- Learn more by Contacting John Davis at 480-965-5051 or jadavis@asu.edu today to start doing business with 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, radio, print, digital, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Ben Burke at 480-727-9390.

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](http://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 or Chad.Bowen@asu.edu
Kelly McCullough, General Manager at 602-496-2422 or Kelly.McCullough@asu.edu
SECTION V – SPECIFICATIONS/SCOPE OF WORK

1. GENERAL PROVISIONS

1.1. University Club

1.1.1. Contractor shall have exclusive rights to food service in the Bistro and catering events that take place in the University Club or on behalf of the University Club. The University shall provide an area in the U Club to the Contractor for storage of equipment and supplies, preparation of food and beverages, and food service.

1.1.2. Contractor shall furnish all food, beverages, supplies, management and labor necessary for the requested food service operations.

1.1.3. Contractor shall have access to other rooms and outdoor space in the U Club for catered events and meetings. Contractor may use outdoor space as weather permits and with the approval and oversight of U Club. See attached Exhibit A, U Club Floor Plan.

1.1.4. Hours of Operation: Contractor shall provide sufficient service hours to meet the intent of the program expectations. Minimum hours of operation and holiday closing schedules will be established and mutually agreed upon by both parties. Catering services for events held in the U Club are available seven days a week.

1.1.5. Proposers are encouraged to submit service plans that would result in a successful offering to the University community.

1.1.6. Proposers must submit sample menus with pricing and options for bistro service, catered events, themed events, etc. Proposal should also include pricing for additional items offered, i.e., linens, decorations, etc.

1.1.7. Proposers should offer reasonably priced food and beverage items to ensure quality of production and profit for Contractor while not excessive for patrons. U Club management will negotiate pricing and menus with the Successful Proposer during the term of this agreement to ensure consumer satisfaction. Final pricing and menus for both lunch service and event functions shall be subject to approval by Auxiliary Business Services. U Club management and Contractor shall revise the menu for the Bistro at the beginning of each semester.

1.1.8. Contractor shall be alert to and take initiative to implement new and creative food service trends and changing diet patterns as recognized by the Professional Food industry.

1.1.9. Contractor shall provide lunch service in the Bistro on a daily basis, Monday through Friday. Lunch service during this time is for U Club members and their guests.

1.1.10. Contractor shall provide a sufficient number of qualified and trained staff to service the daily lunch service in the Bistro.

1.1.11. Contractor shall provide wait staff, at no cost, for 4 high teas per year and tailgates for home football games. Member pricing for these events will be agreed upon by both parties.

1.1.12. Contractor shall provide coffee and tea with the essential condiments Monday through Friday from 7:00am to 4:30pm, at no cost to the U Club.

1.1.13. Contractor shall hold two major events per academic year, excluding alcohol, for the membership as dictated by the U Club Advisory Board, at no cost to the U Club.

1.1.14. Contractor will provide a host for the U Club. The host will greet people entering, take reservations, seat patrons for the Bistro and monitor events underway. Hours required will be based upon agreed hours of operations and scheduled events.
1.1.15. Contractor shall provide food and beverages, excluding alcohol, for U Club Advisory Board meetings, at no cost to the U Club.
1.1.16. Contractor shall provide no less than 10 lunch certificates per year for distribution by U Club management for promotional purposes.
1.1.17. U Club shall supply smallwares in a quantity that the Contractor deems necessary for operation of the Bistro. The U Club shall supply a level count of 250 smallwares for catering services. Contractor shall supply smallwares over and above the 250 level when needed. Contractor shall replace all smallwares provided by the U Club as needed. Smallwares include but is not limited to china, glassware, flatware, trays and utensils.
1.1.18. Contractor will provide any equipment needed for off premise catering and/or chef’s table presentation.
1.1.19. The U Club shall provide five (5) parking spaces in the U Club parking lot at no cost to the Contractor. Contractor shall also have use of the loading dock area. This provision is subject to change within the contract year. Contractor’s service vehicles will be clearly marked and identifiable. Contractor must maintain business automobile liability insurance for all vehicles located on ASU property.
1.1.20. Contractor will be responsible for cleaning and maintaining the kitchen equipment and floors, loading dock, kitchen hoods and ducts, grease traps, storage areas, serving equipment, and adjacent dining room floors, tables and chairs on a daily basis at their own cost. Cleaning and maintaining shall be to ASU’s reasonable satisfaction and minimum health department standards. U Club management will review and inspect at least twice a year. See attached Exhibit B, U Club Equipment List.
1.1.21. Contractor shall clean carpet, upholstery, window treatments and upholstered chairs at least twice per year or on an as-needed basis, at their own cost. Contractor is not responsible for these services in the administrative offices. The U Club shall clean the building windows inside and out at least two times per year or as needed. Contractor will maintain the inside windows between professional cleanings.
1.1.22. U Club shall supply Contractor with two projectors, 12 wireless microphones, two full-size screens, and one smart-board for use during catered events. U Club will supply a lock box for safekeeping. Contractor shall implement safekeeping procedures and replace any equipment that is lost or stolen.

2. FOOD REQUIREMENTS, PREPERATION, AND SERVING
2.1. Contractor will remain compliant at all time with the regulations of ASU’s Health Services Food Safety: https://eoss.asu.edu/health/resources/foodsafety, Arizona Department of Health Safety, and any other local or federal organizations.
2.2. Contractor shall utilize the following requirements as minimums in the preparation of all food service.
  2.2.1. Beef, Veal and Lamb: USDA Grade Choice
  2.2.2. Ground beef shall contain no more than 22% fat.
  2.2.3. Only ground beef patties may contain textured vegetable protein (soy flour).
  2.2.4. Poultry: USDA Grade A
  2.2.5. No trans-fats
  2.2.6. Dairy products, cheese: USDA Grade A
    2.2.6.1. All processed lunchmeats, specifically bologna, salami, and hot dogs, shall be a quality "all beef" product.
2.3. Staff shall garnish food for attractive presentation whenever possible.
2.4. All hot foods must reach the patron at 140° and above and all cold foods must reach the patron at 41° and below.
2.5. Staff should use appropriate wrappings for foods as needed. Wrappings shall be attractive and serviceable.
2.6. Display and serving areas shall be clean, sanitary, orderly and attractive at all times. Contractor shall inspect the quality and appearance of food prior to the start of each event.

3. SALE AND SERVICE OF ALCOHOL
3.1. Contractor shall not sell or furnish intoxicating liquors upon the University premises, without approval of the University. Liquor sales for the University Club shall be limited to that physical location only. Contractor shall comply with all Arizona liquor laws in accordance with the liquor license for the University Club. Contractor shall have all on-site managers provide a Title 4 Certificate of Completion from a business approved by the Department of Liquor Licenses and Control. Contractor shall provide copies of certificates to Auxiliary Business Services. ASU will audit all certificates on an annual basis. ASU will be responsible for obtaining and maintaining liquor license for the University Club.

4. CUSTOMER COMPLAINTS
4.1. Contractor shall immediately resolve, without expense to or intervention of the University, all customer complaints received by Contractor with respect to services provided at the University. Any disagreement which cannot be resolved between Contractor and a customer shall be referred to the designated Auxiliary Business Services representative. The Contractor will provide Bistro customers satisfaction surveys no less than four times per year, which will be returned to University Club management. All catering customers should receive a follow up communication regarding their event with the opportunity to provide feedback, which will be shared with University Club management.

5. SUSTAINABILITY
Spanning health, wellbeing, resilience, carbon emissions, water and circular resources, ASU works to empower its students, faculty and staff to eat as healthy, local, organic and low on the food chain as possible. ASU also aims to reduce waste and close food loops in order to transform our food system to create a positive impact on the environment.

5.1. Contractor must demonstrate an integrated knowledge of sustainable food sourcing, handling and production methods; i.e., non-GMOs, cage-free, range-free, multiple tiers of organic, etc. Contractor must be able to articulate why these methods are important to ASU.
5.2. Contractor must provide a valid methodology and plan for sustainable sourcing and purchasing of food.
5.3. Contractor shall have meaningful partnerships with local growers and producers. Contractor shall provide quarterly and annual reports to the Auxiliary Business Services documenting actual percent of cost of sales with local growers and producers.
5.4. Contractor must have a strong network of sustainable-oriented contacts within the food industry, from upstream production, farming and vendors to downstream customer processes and end-of-life contacts. Contractor shall provide quarterly and annual reports to the Auxiliary Business Services documenting the actual percent of cost of sales from sustainable-oriented contacts.
5.5. Contractor shall utilize “green” cleaning products to the maximum extent feasible during the performance of this contract, with an emphasis on using products that are biodegradable, less toxic, and contain a minimal amount of unnecessary dyes and fragrances. Contractor shall submit Material Safety Data Sheets for all cleaning products to Auxiliary Business Services.
5.6. Contractor shall participate as an active leader in education of sustainable food service and knowledge center for both the University and the greater community. Contractor must provide existing curriculum or teaching methodology and demonstrate their ability to effectively communicate the information.

5.7. Contractor’s employees must also be able to demonstrate their knowledge of sustainability practices for all aspects of the food service industry.

6. CONTRACTOR EMPLOYEES
6.1. Contractor will employ a sufficient number of qualified, trained employees to provide services described. Contractor will pay all salaries, wages and employee benefits payable to or on behalf of its own employees. Contractor’s employees will not in any way be compensated by University or recognized as University employees. Contractor will ensure that its employees engage in appropriate conduct while working at locations and events described. Contractor’s employees will assist University personnel in the diplomatic enforcement of University regulations when required. Contractor will provide daily on-site supervision of its personnel reasonably acceptable to University.

7. REPORTS AND COMMISSIONS
7.1. Contractor shall pay a percentage of gross sales (to include price of food, beverages (including alcohol), service charge, rental charges, etc.) for all events serviced, Bistro sales as a commission to the University to defer the cost of utilities, trash removal and other administrative maintenance.

7.2. Contractor will provide Auxiliary Business Services/University Club a bimonthly statement and commission check detailing daily Bistro sales, University Club events and all other serviced events on behalf of the University Club for that period. Statements will include gross event sales, date of events, invoice numbers, commission due, location of events, gross Bistro sales and Bistro commission due.

7.3. Bistro Sales must be verifiable by providing acceptable daily/bimonthly POS reports to the University that tie to the submitted bimonthly statements. All catered events must be accounted for by the use of pre-numbered catering contracts/invoices.

7.4. Commission payments shall be paid to Arizona State University and shall be delivered to Auxiliary Business Services at 1551 S. Rural Rd. Suite 1102 Tempe, AZ 85281 within (10) business days of statement date or mailed to Auxiliary Business Services PO Box 873512, Tempe, AZ 85287-3512 Attn: Eleanor Brogdon, within (10) business days of statement date.

8. LEGAL REQUIREMENTS
8.1. Contractor shall comply with all applicable municipal, state or federal ordinances, laws, rules and regulations at all times.

8.2. Contractor shall obtain, pay for and maintain all necessary licenses and/or permits for providing all of the services required by this contract. Contractor shall be responsible to obtaining the Food Establishment Permit.

8.3. Contractor shall forward copies of any inspection reports, notices, etc., from any municipal, state or federal agency to the University within two days following such inspections. If Contractor receives a citation or does not comply with any laws, regulations or ordinances, Contractor will provide ASU a written description of non-compliance/violation and a copy of any correspondence from the respective governmental agency. Contractor shall provide a plan detailing its contemplated action to cure and remedy the violation within 48 hours. Contractor shall pay ASU a penalty for each day it is unable to provide full service.
8.4. Contractor shall be responsible for all sales and use tax associated with the sales of meals, catered events, and items sold.
8.5. Contractor shall hold the University harmless against all liability for assessments, costs and related expenses in the event an entity assesses sales or use tax with respect to the sale of meals.

9. **VALUE ADD**

9.1 Please provide a summary of any other value added services or programs which may contribute to the overall value of your proposal, including but not limited to:
   9.1.1 Training
   9.1.2 Industry partnerships
   9.1.3 Support of ASU’s Charter and goals
   9.1.4 Support of Sustainable development, veterans’ affairs, initiatives in support of women, wellness, and our changing regional demographics
   9.1.5 Support and enhance of ASU’s reputation as an innovative, foundational model for the New American University
   9.1.6 Commitment to provide significant financial and non-financial support for the University and its signature programs.
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

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

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

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

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

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

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

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

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

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

1. Present evidence that the firm or its officers have been engaged for at least the past 5 years in providing food services as listed in this Request for Proposal.

2. Include copies of current business license, tax permit, health/food certificates, and Food Establishment Permit held to do business in the State of Arizona, Maricopa County, for the services as requested.

3. Include three (3) references must be included stating the name, position, telephone number, and the E-Mail address of the primary contact person. These are to be for professional food service accounts currently under contract or being serviced, and be of similar size and quality specified in this proposal. Include references of ASU clients for recent functions performed by your company.

4. Describe any current lawsuits, legal actions, or governmental investigations against your company including, but limited to, parties of dispute, any equipment affected, cause of action, jurisdiction, and date of legal filing. Include a description of any legal actions or governmental investigations that have occurred in the last 5 years and the dispositions of each. Indicate if any of these cases will now, or in the future, have a material impact on ASU’s operations.

5. Financial Statements:

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

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

   Firm’s Name
   Confidential – Financial Statements

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

   It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm’s two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:
6. A description of value assessment and satisfaction measurement which provides for ongoing meaningful feedback from all segments of the campus community. Include examples of survey and evaluation tools and how information will be interpreted and analyzed, shared with the community, and utilized to incorporate changes and improvements.

7. Describe on-campus marketing management, including proposed staffing, positions, skill level and experience of employees.

8. The University expects a relationship grounded in mutual performance which meets financial and customer satisfaction objectives. The University realizes that financial success is critical to the long-term relationship and will require mutually agreed upon performance standards, measurement, and assessment within the context of an annual dining services plan. Proposals shall include recommendations on establishing performance standards, including benchmarks for each individual business unit or concept; methods and methodology of measurement and assessment, including a timetable for measuring feedback (weekly, monthly, continuous, etc.); and a detailed framework describing the relationship of successful performance to financial results.

9. Provide action plans for ongoing maintenance of industry standards for food and physical safety. Action plans must include staff training plans for both start up and continuous operation for all dining services employees.

10. Provide a detailed action plan for routine health and safety tests that will be performed by independent testing services as well as the Contractor to ensure proper implementation of health and safety standards. All test results and Health Department inspections must be delivered to the University Contract Administrator within three (3) days of receipt by Contractor.

11. ASU is looking for a supplier who can differentiate itself based upon the ability to identify, prioritize and minimize risks, add differential value and show a high level of past performance on behalf of other clients. Proposer shall provide examples of these qualities.

12. ASU is looking for a supplier who is proactive and accountable. Risk identification and minimization plans put in place by the contractor are critical to the success of this contract both for ASU and the successful proposer. Proposers shall itemize what risks it does not control and propose a plan on how those risks shall be minimized. Risks would be anything that would impact dollars, time or customer satisfaction.
SECTION VIII – EVALUATION CRITERIA

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

1. Response to Section V - Specifications/Scope of Work (30%)
2. Response to Section IX - Pricing Schedule (20%)
3. Response to Section VII - Proposer Qualifications (20%)
4. Response to Section V.9 - Value-Added Services (15%)
5. Sustainability Efforts – Section VI and Sustainability Questionnaire – Section XIII. (10%)
6. Acknowledgment and acceptance of ASU Terms and Conditions – Section XII (5%)
SECTION IX – PRICING SCHEDULE

The University has outsourced its dining services for a number of years. The University recognizes outsourced operations must be mutually beneficial financially and provide for facility renewal and equipment replacement while addressing ever-increasing expectations of all clientele. The University expects a reasonable financial return from the dining services program and expects to continue improving and expanding its dining services program to a standard the University community has come to expect.

1. The comprehensive financial plan shall include the following information:
   1.1.1. Proposed Commission Schedule (See 1.a. below)
       1.1.1.1. Retail Dining Services
       1.1.1.2. Catering Services
       1.1.1.3. Other

1.a.

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<thead>
<tr>
<th>University Club</th>
<th>Proposed Commission Rate</th>
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<td>Bistro Sales</td>
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<td>On Premise Catering</td>
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<td><strong>Outside University Club Catering</strong></td>
<td><strong>Proposed Commission Rate</strong></td>
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<td>Off Premise Catering (Including Alcohol)</td>
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2. Proposed Capital Contribution
   2.1.1. Start-up Costs
   2.1.2 Renovations and/or Restorations

   The proposal must state in detail all proposed renovations and/or restorations of facilities proposed by the Offeror. The plan must include drawings, descriptions of work to be performed such as structural modifications, electrical and plumbing needs, and any other modifications to existing facilities. The plan must also contain details of estimated costs involved with the renovations and detail the plan of amortizing such costs over the life of the contract. Offeror should provide a schedule of projected renovations. The Contractor agrees to renovate the facilities to provide a quality ambience and dining experience. As KSU designates future food service sites, the Contractor will provide a plan that must include drawings, descriptions of work to be performed such as structural modifications, electrical and plumbing needs, and any other modifications to future facilities. Contractor has one (1) year from such designation to complete the project. The amortization of the project cost shall be at a maximum of five (5) years.

3. The dollar amount and percentage allocated to food costs, labor costs, and all direct expenses. (Include linens, décor, set up fees, etc.)
4. A description of any proposed capital investment and any amortization/repayment schedule.

5. Value Add:

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<th>Item/Service</th>
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SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

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

1. **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal; and

2. **One (1) “single”** continuous electronic copy (flash drive only), 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.

Content of Submittal

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

1. Cover Page, Mandatory Certifications and Substitute W-9 and Supplier Sustainability Questionnaire as per Section XIII

2. Detailed response to Section VII, Proposer’s Qualifications

3. Detailed response to Section V, Specifications/Scope of Work including demonstrated ability to provide high quality, professional food services as outlined in Specifications/Scope of Work; Overall creativity of service proposed to promote the University Club as a premiere, upscale venue for members and events, and quality of the menus offered and ability to manage restaurant services.

4. Cost Proposal per Section IX, Pricing Schedule

5. Acceptance of ASU’s RFP Terms and Conditions – Section XII
   - Note: all exceptions with justification and alternative language MUST be submitted with the proposal

9. Value added services.
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc. to be emailed to karen.ashe@asu.edu

PROJECT NAME: Provide On-Site Dining, Catering and Food Services in the University Club at Arizona State University

PROPOSAL NUMBER: 191908

INQUIRY DEADLINE: 5:00 P.M., MST, 04/16/19

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

DATE: ____________________________

WRITER: __________________________

COMPANY: __________________________

E-MAIL ADDRESS: __________________________

PHONE: ____________________________  FAX: __________________________

QUESTIONS:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
SECTION XII – AGREEMENT - TERMS & CONDITIONS

ASU will issue a Purchase Order(s) for goods and/or services awarded under this RFP. The parties to the Purchase Order will be bound by the ASU Terms and Conditions effective on the date the purchase order is received. The ASU Terms and Conditions are available at https://www.asu.edu/purchasing/pdf/Stand_TsCs_Provisions.pdf. Insurance requirements are outlined within this RFP and will be included in any resulting Purchase Order. Due to the complexity of this RFP, these terms and conditions may be adjusted in the final contract to reflect the proper scope of work provided by Proposer. Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non responsive and may be rejected. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.

ASU Terms and Conditions Amendment: Unless and until the District Court’s injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S.35-393.01 (A)) is unenforceable and the State will take no action to enforce it. Offers will not be evaluated based on whether this certification has been made.
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.

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:

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

- General Aggregate $5,000,000
- 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 $5,000,000

  o 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.”

  o 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.

**Liquor Liability.**

- General Aggregate $4,000,000
- Each Occurrence $2,000,000

**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.

  o 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.”

  o 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.

  o Policy will contain a severability of interest provision.
Worker's Compensation and Employers' Liability. Applicable statutory limits, as amended from time to time.

- Employer’s Liability in the amount of $1,000,000 injury and disease.
- 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.
- This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the Sole Proprietor Waiver Form.

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
- 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.
- 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.
- Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

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
- 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.
- Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

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, email Insurance.certificates@asu.edu or mail to PO Box 875212, Tempe, AZ, 85287-5212.

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.

Verification of Coverage: 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.

If requested by ASU, Supplier will furnish ASU with valid certificates of insurance. 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.

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 upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

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 at: https://cfo.asu.edu/business/do-business-asu under the Formal Solicitations tab. ORIGINAL signatures are REQUIRED for either version.

CONFLICT OF INTEREST CERTIFICATION

(Date)

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)
FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Other Responsibility Matters (April 2010)

_____________________
(Date)

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; (   )

  (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.

  (D) (check one) Have (   ) or have not (   ) within a three-year period preceding this offer,
been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which
the liability remains unsatisfied.

  (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) “Principal,” for the purposes of this certification, means an officer; director; owner; partner;
or, person 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).

(b) The Offeror shall provide immediate written notice to the University 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 University 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 University 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)
ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

____________________
(Date)

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 University; and

(3) Offeror 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.

__________________________  ____________________________
(Email address)                (Address)

__________________________  ____________________________
(Signature required)            (Phone)

__________________________  ____________________________
(Print name)                   (Fax)

__________________________  ____________________________
(Print title)                  (Federal Taxpayer ID Number)
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. Arizona State 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 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?

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY

Firm Name: __________________________ Date: __________________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods. Arizona State 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 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
3. What is your firm doing to be energy efficient?
4. 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])
5. What plan is in place to reduce greenhouse gas emissions in the future?

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

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

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

**Sustainability Practices**

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

**Community**

3. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
4. What educational programs does your firm have to develop employees?

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

**Energy**

- Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:
  - [http://www.ghgprotocol.org/calculation-tools](http://www.ghgprotocol.org/calculation-tools)
- Practice Green health provides basic information and tools for emissions as well:

**Solid Waste**

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

**Water Waste**

- BSR’s guide on how to establish your water usage:
EPA information about conserving water:
  o  http://water.epa.gov/polwaste/nps/chap3.cfm

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

Sustainability Practices
Ideas for alternative transportation programs:
  o  http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTranspPrograms.pdf

The EPA environmentally preferable purchasing guidelines for suppliers:
  o  http://www.epa.gov/epp/

EPA life cycle assessment information:
  o  http://www.epa.gov/nrmrl/std/lca/lca.html

Green Seal green products & services:

Ecologo cleaning and janitorial products:

EPA information on sustainable landscape management:
http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm
## EXHIBIT B – U CLUB EQUIPMENT LIST

<table>
<thead>
<tr>
<th>Item</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Downstairs Kitchen</strong></td>
<td></td>
</tr>
<tr>
<td>2/2 door reach in refrigerator</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Low boy +2</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>2 compartment S/S sink prep 8 x 3</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>4 x 2 S/S counter (qty: 2)</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>4 x 3 S/S table</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Broiler open grill</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Cornelius Xtreme Ice Machine</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Deli style reach-in refrigerator</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Flat grill/oven</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Imperial 4 burner oven</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Imperial deep fryer</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Imperial grill/oven</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Raetone AR47-S6HD refrigerator</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Sandwich unit refrigerator</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Sharp microwave</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Shelving units in walk in</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Small reach-in refrigerator</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Walk-in cooler/freezer</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td>Wood top prep table 8 foot</td>
<td>downstairs kitchen</td>
</tr>
<tr>
<td><strong>Upstairs Kitchen</strong></td>
<td></td>
</tr>
<tr>
<td>4 well steam table</td>
<td>upstairs kitchen</td>
</tr>
<tr>
<td>ADS 5 AG low temp. double rack dishwasher</td>
<td>upstairs kitchen</td>
</tr>
<tr>
<td>Counter S/S w/sink 6 foot</td>
<td>upstairs kitchen</td>
</tr>
<tr>
<td>Imperial 8 burner stove</td>
<td>upstairs kitchen</td>
</tr>
<tr>
<td>Imperial convection oven (qty: 2)</td>
<td>upstairs kitchen</td>
</tr>
<tr>
<td>Imperial Frymaster Fryer</td>
<td>upstairs kitchen</td>
</tr>
<tr>
<td>Imperial open grill</td>
<td>upstairs kitchen</td>
</tr>
<tr>
<td>Imperial overhead broiler</td>
<td>upstairs kitchen</td>
</tr>
<tr>
<td>Larkin R130 PC reach-in refrigerator</td>
<td>upstairs kitchen</td>
</tr>
<tr>
<td>Shelving units in walk in</td>
<td>upstairs kitchen</td>
</tr>
<tr>
<td>Triple sink S/s w/hot sink 8 foot</td>
<td>upstairs kitchen</td>
</tr>
<tr>
<td>True refrigerator Model #T-49</td>
<td>upstairs kitchen</td>
</tr>
</tbody>
</table>