REQUEST FOR PROPOSAL
LANDSCAPING SERVICES FOR DOWNTOWN PHOENIX CAMPUS
RFP 231804
DUE: 3:00 P.M., MST, 12/12/17

Time and Date of Pre-Proposal Conference 10:00 A.M., MST, 11/28/17
Deadline for Inquiries 5:00 P.M., MST, 12/05/17
Time and Date Set for Closing 3:00 P.M., MST, 12/12/17
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SECTION I – REQUEST FOR PROPOSAL

RFP 231804

Arizona State University is requesting sealed proposals from qualified firms or individuals for Landscaping Services for Downtown Phoenix Campus.

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 P.M. 12/12/17 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

Zach Thornton

_________________________
Zach Thornton
Buyer

ZT/ap
SECTION II – PURPOSE OF THE RFP

1. INTENT

The purpose of the RFP is to identify a Contractor to maintain the landscape and grounds of the Downtown Phoenix Campus.

2. BACKGROUND INFORMATION

Arizona State University is a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 91,000 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 initial contract term will be for one (1) year with the possibility of four (4) successive one (1) year renewals for a total term not to exceed five (5) years. This contract will be available for use by other University departments and campuses during this term.
SECTION III – PRE-PROPOSAL CONFERENCE

X  A pre-proposal conference will be held at 10:00 A.M., MST on 11/28/17 on the Tempe Main Campus at the Memorial Union Building in Room MU226 – Graham. The Memorial Union building is located at 301 E. Orange St., Tempe AZ 85287.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of **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 XII. These terms and conditions are intended to be incorporated into the contract between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.**

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

15. Terminology and meaning:

**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 or by facsimile, to:

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

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

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

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

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

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

27. To the extent applicable to any contract resulting from this Request for Proposal, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the “HIPAA Privacy Standards”) as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer’s breach of its obligations under this paragraph.
28. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a direct economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder or offeror. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten (10) days after the earlier of a) the issuance of a Notice of Intent to Award or b) Award of a Contract 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  
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 Alumni Advantage

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

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

Specific partnership opportunities exist in a variety of areas.

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

Contact Robin Hawkins at 480-965-4631 or [robin.hawkins@asu.edu](mailto: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](mailto: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](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. ASU DOWNTOWN PHOENIX CAMPUS GENERAL SCOPE

The Contractor shall supply all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include mowing, edging, pruning, fertilizing, and cleanup on a weekly basis. All removed landscape debris must be weighted, tracked according to mulch/composting, landfilled, and reported monthly for University Zero-Waste tracking. All work shall be in accordance with ASU Project Guidelines; which can be found at: https://cfo.asu.edu/design-professionals.

2. RESPONSE TIME

Due to the nature of the service and university facilities, Contractors shall be available to the University for all required Landscape Services 365 days per year, 24 hours per day.

A. Regular Service

   I. Work shall be performed between 5:00 AM to 4:00 PM, Monday through Friday, excluding university holidays (https://cfo.asu.edu/holiday-schedule).

B. Emergency, Non-Regular Service:

   I. Work shall be performed after 4:00 PM and before 5:00 AM and on Saturdays, Sundays, and state holidays. Emergency, after hours, Saturday, Sunday, and holiday requests shall have a four (4) hour response time.

   II. Emergencies may arise during the progress of the work, which will require special efforts or require extra shifts or personnel to continue the work beyond the normal working hours. Contractor must be prepared, in case of such emergency, to do all necessary work promptly to the satisfaction of the ASU Representative.

   III. The Contractor shall file with the ASU Representative the names, email addresses and telephone numbers of personnel who can be contacted at any time in case of emergency. These persons must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.

C. Work beyond the Scope of Contract

   I. The Contractor shall propose necessary repairs and services beyond the scope of the contract in order to maintain the highest standards for the campus grounds (i.e. granite refresh, plant/tree replacement, etc.) within forty-eight (48) hours of identification. Contractor shall respond within 48 hours upon request of ASU Representative with proposal for additional services.

   II. Once an individual project has been assigned to the awarded Contractor, the Contractor shall be prepared to begin work within twenty-four (24) hours after receipt of Purchase Order, or at time specified as necessary by ASU. Should the
Contractor repeatedly fail to meet these response timelines, ASU has the right to cancel the individual contract with the specific non-responsive contractor without penalty to ASU. Quotations received for any project are not considered billable expenses, and shall not be reimbursed.

4. REPORTING COMPLETED WORK

The landscape Contractor shall provide a weekly update via email to the ASU Representative. The weekly update will include a summary of work (i.e. log of completed activities and services) completed from the previous week and all scheduled work activities for the upcoming two (2) weeks.

5. CODES

All Federal, State and local building and safety codes are to be adhered to. It is the responsibility of all Contractors and subcontractors to insure that all current code requirements have been met.

6. DESCRIPTION OF CAMPUS LOCATIONS AND ZONES:

General – The Downtown Phoenix Campus has multiple parties responsible for the grounds areas that are specific to each property location.

[Link to Google Maps]

[ASU Downtown Phoenix Campus – Responsible Parties]

[Link to Additional Information]
A. Post Office Grounds

Property identified by red boundary in photo. Civic Space Park and the Grounds areas from the Curb to the Sidewalk are the responsibility of the City of Phoenix.
B. ASU 1st Ave Lots

The area identified with a red boundary in the photo below. This area is slated for potential future facility development, but will remain vacant for the foreseeable time. This area only requires weed removal/treatment and trash removal services.

C. ASU Sun Devil Fitness Complex (SDFC)

The SDFC is identified with the blue boundary line in the photo above. The property has a pool deck on the top floor that has planter beds and pots with irrigation controls. There is also an internal courtyard referred to as the “Zen Garden” that requires service. The City of Phoenix is responsible for maintaining the landscape area from the Curb of 1st Ave to the sidewalk.
D. ASU DPC University Center (UCENT)

The area identified below with the Red boundary line is considered UCENT. The small patio outside the Midfirst Bank is to be invoiced and billed separately from the property.

E. Midfirst Bank Patio @UCENT

The Yellow/Gold boundary in the photo above identifies the space considered the Midfirst Bank Patio.

F. ASU Cronkite/8 (CRONK)

The blue boundary in the photo above identifies the space considered Cronkite. The parking lot on the North side of the facility has a separate service to manage and care for trash removal; the service needed for this contract is primarily the plants/trees around the boundary of the property and along Taylor Mall.
G. ASU DPC McKinley Lot

The green boundary in the photo below identifies the space considered the McKinley Lot. The parking lot has a separate service to manage and care for trash removal; the service needed for this contract is primarily the plants/trees around the boundary of the property.
H. ASU BEUS Center for Law and Society (BCLS)

The red boundary line identifies the area considered BCLS. The South side of the property has a vacant lot that is slated for future facility development but will remain an open lot for the foreseeable time.
I. ASU DPC Nursing and Health Innovations (NHI1 – Health South)

The area with the green boundary line in the photo below is considered Health South.

J. ASU DPC Nursing and Health Innovations (NHI2 – Health North)

The area with the red boundary line in the photo above is considered Health North.
K. ASU DPC Mercado Buildings A-F (MERC A-F)

The area with the green boundary line in the photo below is considered Mercado. The City of Phoenix is responsible for maintaining the landscape from the curb to the sidewalk along Monroe Street on the Southwest edge of the property.
L. ASU Grant Street Studios

The area with the red boundary below is considered Grant Street Studios. This area primarily only needs weed control and trash removal. The yard located on the East side of 7th street will need to be serviced as needed (anticipate one time per month) and scheduled in advance to provide access.
7. THE FOLLOWING SERVICE BREAKDOWNS ARE AN OVERVIEW OF THE SERVICES REQUIRED FOR THE DOWNTOWN PHOENIX CAMPUS:

A. LAWN SERVICE

Contractor will maintain a year-round green lawn in a first class manner, under the direction of the ASU Representative, through proper rotation of seasonal grasses, thatching, fertilizing, soil aeration, cutting, edge trimming, seeding, re-seeding as necessary, and weed control. This lawn condition will be maintained by weekly landscape activities as follows:

I. Mowing Schedule - All lawn areas will be mowed every seven (7) days unless the scheduled day falls on an observed university holiday or inclement weather prevents the weekly service. In that case, the scheduled mowing shall take place the first day possible. The normal schedule will resume the following week. Contractor shall supply all equipment, labor and materials necessary to perform this specification. The scope of this work includes annual tiff and rye grass material-labor requirements. At no time shall grass length exceed two (2) inches, except during rye grass germination period. Contractor shall run irrigation after mowing operation for a minimum of five (5) minutes to check for damage or leaks.

II. Edging and Trimming - Lawn areas adjacent to paved surfaces such as walks, drives, curbs, and headboards, will be edged every mowing in an approved manner. The edging will not allow the turf to mound up or invade any shrub beds, sidewalks or asphalt. Cleaning, sweeping and vacuuming, all sidewalks, curbing and borders shall be blown or swept clean after each mowing. All gas powered equipment and low velocity blowing will be done before 7:00am or with prior approval from the ASU Representative.

III. Winter Rye Lawn Over seed - Compensation for watering adjustments and grass "scalping" done twice a year in preparation of this grass rotation will be considered as a part of the base contract rate of the contract. All lawn areas will be overseeded, or when temperatures are consistently below 65 degrees.

IV. The above lawn maintenance must be completed in coordination with the Civic Space schedule for fertilization and over seeding:

- Scalp all lawn areas to a height of ½ inch or less.
- Sow rye seed uniformly on all lawn areas at a rate of twenty-five (25) pounds per 1,000 square feet.
- Adjust irrigation system to ensure adequate water for the rye grass to germinate.
- Top dress with composted mulch - steer manure shall not be used.
- Eliminate mowing for a period of three (3) weeks or until proper germination has taken place.
- Re-apply rye seed as necessary to maintain a uniform lawn appearance.

V. Fertilization - (Material and labor is part of the base contract rate).
• Turf - Apply fertilizer six (6) times per year at a rate of one (1) pound nitrogen per 1,000 square feet. Any other soil chemical treatment of additive shall be applied at additional cost only with ASU Representative’s approval.

• Annuals - Organic fertilizer shall be applied a minimum of four (4) times per year. Any other soil chemical treatment of additive shall be applied at additional cost only with ASU Representative’s approval.

• Winter Rye - Apply Organic fertilizer at least two (2) times during the winter at a rate of one (1) pound per 1,000 square feet. Weather permitting as communicated by Contractor.

VI. Weed Control - Contractor will establish a continuing weed control program in all turf areas, accomplished by use of an environmentally safe chemical application/or mechanical means.

VII. Lawn Aeration – two (2) times per year in accordance with lawn establishment periods.

VIII. Efforts will be made to compost and/or dispose of debris in a sustainable manner.

B. SHRUB AND FLOWER BEDS

Contractor shall maintain all shrubbery in a first class manner under the direction of the ASU Representative. This will include trimming as needed, soil aeration, irrigation control, weed control, insect control and fertilization, all completed based on sustainable landscape management.

I. Weeding - All shrub beds, planter islands, ground cover, base dirt areas, and hydro-seed areas, will be kept free of all noxious weeds and grasses. Grass and weeds to be controlled based on an established program of pre-emergent and/or selective contact herbicides along with cultivating or pulling by hand. Pre-emergence shall be applied twice a year.

II. Pruning - All plant material will be pruned in a uniform manner as growth habits dictate. Vegetation shall never extend onto or over sidewalks or parking lot surfaces. All trimmings from plant material will be removed from the premises; no debris will be put into the building trash collection containers. In addition to the weekly trimming of all shrubbery, the Contractor will remove all dried leaves and debris from underneath the shrubs and removed. Sporadic growth on trunks and limbs (suckers) shall be removed weekly from the premises. Where applicable, the exposed soil under the shrubbery will be spaded and raked weekly to minimize weed development and to aid in soil aeration.

Trim and shape shrubbery to maintain its natural look and planted beds cultivated. Do not prune during flowering season. Pruning should be periodically as needed. Seasonal pruning should be done based on sustainable landscape management, with prior approval from the ASU Representative.
III. Fertilization - At a minimum all shrubs will be fertilized on a semi-annual basis. Fertilization of flowers as needed. The use of organic fertilizer is required.

IV. Pest Infestation - Contractor will maintain constant attention for pest invasion of shrubs and other plant material. Proper Green Product control measures will be applied immediately upon detection and ASU Representative will be notified.

V. Granite/Rock Areas - Shall be inspected and maintained weekly, including raking, spreading and filling where necessary in areas of high traffic or small amounts caused by erosion.

- All rock mulch landscape beds will be maintained on a weekly basis. Rocks will be kept level, and all trash and dead plant materials will be removed from the property weekly. All weeds and grass will be removed when observed.

- Contractor shall inspect granite areas and advise ASU Representative when granite areas require additional material. Upon approval by ASU Representative, Contractor shall have granite installed in designated areas. Cost of granite installation shall be at University’s expense.

- ASU-SPECS – Granite ½ inch screened Madison Gold on all properties.

VI. Annual or Seasonal Color – Changing frequency per direction of ASU Representative. Containers are currently located at University Center patio and at Mercado. This is currently performed three times a year during Spring, Summer and Fall seasons and maintained throughout the year.

C. TREES

I. Pruning - Contractor shall provide weekly service to remove dead or broken limbs from trees and from the ground surrounding trees. Contractor shall prune as necessary to maintain the usual form of the plant, to stimulate growth, to maintain growth within space limitations and to maintain a natural but first class appearance. Branches of trees that begin to droop and wither, or interfere with pedestrian or vehicular traffic will be removed immediately by the Contractor. Tree limbs shall never drop below a grade level height of eight (8) feet. Trees shall be professionally thinned and shaped, as well as trimmed to minimize potential wind and storm damage. Sporadic growth on trunks and limbs (suckers) shall be removed. Trees shall be trimmed at all times so as not to obscure tenant and public signage. Special attention must be given to tenant fascia signs at all times. All debris associated with tree work shall be removed from the premises by the Contractor. No debris will be dumped in the building trash collection dumpster(s).

Light Pruning - Contractor shall trim lower branches that will promote symmetry, facilitate safe pedestrian traffic, allow head room and develop crown. Suckers will be removed as required and wounds 1" in 0.3', diameter and above shall be treated. Normal dead wood will be removed. All pruning shall conform to customary practice of good sustainable landscape management.
II. Staking/Guying - Stakes and guys are to be installed and inspected continually and adjusted or removed as necessary.

III. Fertilizing - Trees shall be fertilized as needed with tree trunk injections with approved fertilizer specific for the type of tree being fertilized.

IV. Annual spraying of fruited olive trees to abort the development of flowers into mature olives. This work shall be performed in the spring, before or after normal working hours to prevent over-spray and related damage to vehicles. Currently there are only two olive trees located at the Post Office.

V. Other Tree Services – Services to be provided by Contractor, upon request and approval by the ASU Representative as identified in Section H, and with additional compensation over and above the base rate of the contract shall include:

- Trimming and skinning of palm trees shall be performed annually while tree is seeding to prevent seed development. Contractor will not remove palm fronds above the plane parallel to the ground. Contractor shall remove all debris from the property.

- Deep root fertilization of large trees as directed by the ASU Representative.

- Removal of entire tree trunk larger than 5” diameter, to include grinding or other removal of stump 6” below ground level.

- Periodic thinning and trimming of trees above 8ft in height: This shall be coordinated with the ASU Representative and shall be performed so as not to disturb faculty, staff, students, tenants and visitors. Tree trimming will typically occur before 7:00 AM or on the weekend unless approved by the ASU Representative.

D. IRRIGATION SYSTEM

Contractor shall provide an Irrigation Specialist and all labor to water all areas as required. Contractor shall inspect weekly, test, and ensure proper controller and system operations. This includes monitoring the irrigation system on a weekly basis to ensure that watering times are properly set to maintain plant conditions, using the least amount of water necessary throughout the year. This will require constant surveillance and adjustment of the system and the controller. The controllers shall be programmed according to seasonal requirements to ensure that all irrigation heads are adjusted properly to maximize effective use of water on landscaping and to minimize overspray of water onto sidewalks, driveways, and buildings. The irrigation system will be checked immediately after each mowing or plant trimming for any damages, which shall be repaired by Contractor at Contractor’s expense, on the same day. Contractor will keep the controllers locked at all times and will provide the ASU Representative with a key for all the water irrigation system and controllers.

The system shall be thoroughly evaluated at the time that the Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to the ASU Representative. The cost of this evaluation shall be included in the contract, but any necessary repairs shall be at the University’s expense, if approved.
The Contractor shall present repairs and maintenance requirements to the ASU Representative immediately. The ASU Representative agrees to be financially responsible to replace and repair controllers and related valves in a timely basis. Contractor shall adjust and make minor repairs as required to include items such as sprinkler heads and extensions. Contractor shall immediately repair all malfunctions and/or leaks, at Contractor’s expense not to exceed $25.00 per occurrence. Any repairs required that may exceed $25.00 per occurrence shall be presented to the ASU Representative immediately for financial expenditure authorization. Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24 hour basis, seven days a week.

E. CLEAN UP

Before leaving the property, all areas shall be free of debris. Early morning cleaning hours of walkways, curbs and gutters are to be done before students, staff, faculty, tenants, or other visitors arrive. Clippings and trimmings will be disposed of properly, and the property will be left in a first class appearance to the satisfaction of the ASU Representative.

I. Small low velocity blowers may be allowed during the day but may not interfere with students/faculty/staff/visitors.

II. Cleaning hours: Monday – Friday 5:00 AM to 4:00 PM.

III. Landscaped areas - Contractor shall maintain all areas at all times to be free of debris, such as, but not limited to, papers, bottles, cigarette butts, leaves, fruit, cans, etc.

IV. Areas adjacent to landscaped areas - Contractor agrees to maintain areas adjacent to all landscaped areas by means such as sweeping, water hosing, and machine blowing.

V. Weeding - All grass and weeds growing in cracks in sidewalks, curbs, and asphalt shall be removed by the Contractor.

VI. Storm Damage – Clean-up of storm damage and storm related debris, and replacement of plant material due to storm damage is to be performed immediately (including weekends and/or holidays) upon the direction of the ASU Representative. Additional labor shall be billed separately from the contract price. The ASU Representative must authorize any materials or replacement plants, which are not part of the contract and cost additional in advance.

F. PEST CONTROL

I. Contractor shall establish and maintain a pest control program to ensure pest/disease free trees, shrubs, flowers, grass areas, etc. in accordance with ASU’s preference for an Integrated Pest Management approach (“IPM”). IPM is a sustainable management approach to managing pests by combining biological, cultural, physical and chemical tools in a way that minimizes economic, health and environmental risks. Objectives of this IPM plan include:
   • Elimination of significant threats caused by pests to the health and safety of the University and downtown community.
   • Prevention of loss or damage to structures or property by pests.
• Protection of environmental quality inside and outside buildings.

II. Bee Swarms are to be handled by a qualified party as soon as possible (2-hour response).

III. Contractor to provide all labor and materials including but not limited to herbicides, pesticides and fungicides.

IV. Each pest management individual will provide copies of pest control licenses.

G. OTHER

I. Decomposed granite, bark, mulch, plant material, or turf replacement needed shall be brought to the attention of the ASU Representative. Material and labor for such replacement shall be additional cost to ASU Representative, except where such loss is due to negligence by Contractor.

II. Contractor shall be aware and advise the ASU Representative of all municipal regulations and practices.

   • Example #1: Contractor shall be aware of the City’s annual water measurement test for sewage rate adjustment. During the test period all properties are requested to turn off all landscaping water so that the City can accurately measure domestic water usage. Contractor will need to schedule any activities such as grass rotation around such practice.

   • Example #2: Contractor shall be aware of the fines imposed by some cities for over-spraying of landscaping sprinklers by miss-adjusted sprinklers and/or over watering causing runoff on to sidewalks, streets and/ or parking lots.

III. Hardscape must be kept dry, weed and grass free.

IV. Any changes to these specifications must be initialed by both parties.

H. EXTRA WORK OUTSIDE OF BASE REQUIREMENTS

I. The ASU Representative may determine that extra work is needed. No work that will generate an additional cost to the University will be performed without first receiving written authorization from the ASU Representative unless it is an emergency situation. Billing for additional services shall reflect the PO number authorized approval and be submitted with invoice. Claims for additional compensation, because extra work has been done, will not be recognized unless such extra work has been authorized in advance and in writing by the ASU Representative.

II. When work is required (other than that shown under required specifications), the ASU Representative shall issue a request for quote. The Contractor shall be requested to provide a quote for the specific scope of work, and shall submit a competitive project quote for such work within forty-eight (48) hours (during normal business hours) after request is
received. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for quotes.

- The submitted quote shall contain: the contract number, name and address of site; total work required listed in detail by description; at minimum total number of billable labor hours and materials must be detailed by line item for the project cost.

- If the submitted quote is acceptable to the ASU Representative he/she will process a Purchase Order. The Contractor shall not perform any work prior to a Purchase Order being issued to the Contractor.

- The quote shall be all-inclusive, that is any cost over-runs shall be absorbed by the Contractor.

III. The schedule as defined within detailed in quote shall be subject to the ASU Representative’s approval. Thereafter, significant changes in the Contractor’s schedule must be submitted in writing and shall be accompanied by a proposed revised schedule. Upon approval by the ASU Representative, the Contractor may implement the revised schedule.

IV. The Contractor shall perform such extra work and charge the ASU Representative at actual cost of labor and materials. The Contractor shall have the right to add not more than five percent (5%) to the subcontractor's prices for authorized extra work performed solely by subcontractors.

V. When repairs and extra work are deemed necessary, the Contractor shall prepare a cost estimate for review and approval by the ASU Representative. The cost estimate must contain a firm price for materials. Deviation from the estimated cost of materials, which results in an increased cost, must be approved in writing. The material quoted shall reflect the total cost to the University for the Materials (material tax, freight, handling, etc.). No work shall begin until approved by the ASU Representative. In case of emergency repairs, the ASU Representative may grant verbal approval for the Contractor to proceed.

VI. It is the Contractor’s responsibility to submit written notification to the ASU Representative of all scheduled work NOT completed during the approved schedule work the following day. The report shall include an explanation as to WHY the work was not completed and plans for getting the work on schedule.

VII. Prior to issuing a quotation for a specific site, a site visitation is strongly encouraged for each location. The Contractor should carefully examine the site, contract documents, and all available information and to satisfy themselves as to the labor-hours and conditions to be encountered in performing the work. Submission of a quote is evidence that the Contractor has examined the site and understands all work and contract requirements and is aware of all conditions that might impact work performance.

VIII. In the event questions arise concerning areas of responsibility, the ASU Representative shall have final authority and reserves the right to make any necessary repairs. All subsurface repairs shall be inspected by the ASU Representative prior to backfilling.
IX. Workers performing routine landscaping maintenance work shall not be interrupted and used on repairs and extra work for which the Contractor is to receive supplemental pay under this section.

X. If alternate materials are not so approved for the quote, Contractor may, at his or her option, offer alternate materials at the time of bidding. This offer shall be on the Contractor's letterhead and shall state the type of substitution in detail together with net addition to or deduction from the Base Bid. Unless specifically submitted and approved in accordance with above, substitutions will not be allowed.

XI. The Contract will INCLUDE future jobs and related costs as from time to time are approved by the University's representative in writing or performed under a service call AND assigned a purchase order number. When services are over and above a standard service call expense or exceeds $500.00 for a requested project, Contractor will submit a proposal outlining in detail the specific project, including scope of work and product identification, cost of project and material and labor warranty. Payment for all projects will be net 30 days from receipt of invoice. If the warranty period is not specified on a proposal, it shall be a standard one (1) year material and labor warranty plus any additional warranty provided by the manufacturer. The terms of the Contract will prevail for all subsequent and ongoing approved projects and service calls.

I. WORK STOPPAGE

The Contractor shall not damage University property. In the event, damage occurs to University property, or any adjacent property by reason of any repairs or installations performed under the contract, the Contractor shall notify the ASU Representative immediately and replace or repair the same at no cost to the University. If damage caused by the Contractor has to be repaired or replaced by the University, the cost of such work shall be deducted from the monies due the Contractor.

It will be the option of the ASU Representative to stop Contractor's work, should damage to the property occur.

J. CONTRACTORS USE OF PREMISES

At no time during the work under the contract shall the Contractor place, or cause to be placed, any material or equipment, etc., at any location that would impede or impair access to or from the present facilities for their customers, employees or delivery persons.

Contractors and subcontractors will be required to park in locations designated by the ASU Representative. Space will be available on a first come, first served basis in the public parking areas at the standard rates.

All malls, sidewalks, driveway entrances, alley entrances, and streets are to remain clear and shall not be blocked by vehicles owned by the Contractor.

Parking permits for all contractor vehicles are required through ASU Parking and Transit Services and/or the City Of Phoenix. Parking fees are the responsibility of the Contractor. The Contractor will include parking expenses in the in the base contract bid.
K. WORKMANSHIP AND MATERIALS

I. Unless stated otherwise, all specified materials must be new and of the best quality. Contractor shall perform all labor in a thorough and workmanlike manner to the satisfaction of the ASU Representative. Workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, using the best practices and skills of the trades. Contractor must staff the project with sufficient skilled employees, including a fully qualified superintendent as needed, to complete the work in the time allotted. Superintendent must be qualified to supervise all of the work of each section. Contractor shall correct without charge any work requiring alteration due to lack of proper supervisions or failure to make proper provision in time.

II. It is the Contractor’s responsibility to assure that no damage is done to the property or buildings by his or her employees or agents acting on behalf of the Contractor.

III. Damage of any kind caused by the work of the Contractor shall be made good before final acceptance of the Project review of installation. All surrounding surfaces are to be masked off, covered or otherwise protected from damage either by equipment or employees of Contractor. All concrete sidewalks, decks and personal property will be covered with drop cloths or otherwise protected.

IV. Existing vegetation, shrubs, trees, sidewalks, curbing, etc., on the site, directly affected by the work of the contract, shall be protected against damage of any kind. Work, storage, and traffic areas shall be restricted to those areas immediately adjacent to the work site.

V. When complete, all areas shall present a neat, workmanlike appearance. The Contractor is to inform the ASU Representative in writing stating the completion of the work and to schedule a final inspection. A punch list will be issued based on this inspection and the Contractor will complete the items listed within one week's time.

L. EQUIPMENT

I. The Contractor shall provide and maintain during the entire period of the contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

II. All vehicles must be maintained in good repair, appearance and sanitary condition at all times. Truck beds and trailers shall be tight and have enclosed sideboards and covered tops capable of containing the refuse collected. The ASU Representative reserves the right to inspect the Contractor’s vehicles at any time to ascertain their condition.

III. All equipment shall conform to current Federal, State, and municipal laws, rules and regulations.

IV. The Contractor’s vehicles and mobile equipment shall be clearly marked with company name and/or logo.
V. The Contractor’s on-site supervisor shall be equipped with a mobile (cellular) telephone. The Supervisor shall have a mobile phone at all times while on the job site to facilitate coordination and communication with the Authorized University Representative. All mobile devices used by the contractor to fulfill the expectations of the contract will be at the expense of the contractor.

M. LEASED EQUIPMENT

In the event rental/lease of equipment is undertaken to complete and/or perform the work, Contractor agrees that it shall be solely responsible for such rental equipment until it is returned to the source or supply. Such responsibility shall include, but not be limited to, liability, fire, theft, vandalism, and use by any unauthorized persons. Contractor shall indemnify, save, defend and hold harmless the University and anyone directly or indirectly employed by Arizona State University from and against all claims relating to the possession, use, or presence on the jobsite of such rented/leased equipment.

N. MATERIAL PURCHASES

I. Arrange for purchase and delivery of all materials and equipment as required after approval of submittals. All materials and equipment must be ordered in ample quantities for delivery at the proper time.

II. If items are not on the project in time to expedite completion, the ASU Representative may purchase said equipment and materials and deduct the cost from the contract sum.

O. SAFETY

Any and all safety equipment, such as barricades, rigging, fire extinguishers, first aid supplies, personnel safety equipment, etc., will be provided by the Contractor. It is the responsibility of the Contractor to protect all individuals surrounding the Work area. All liability shall be the responsibility of the Contractor.

I. All work shall be conducted in a manner to provide safe and lawful ingress and egress to the ASU premises, and such facilities shall be kept clear of materials or equipment as directed by the ASU Representative.

II. Furnish and maintain from the beginning to the completion of all work, all lawful and necessary guards, railings, fences, canopies, lights, barricades and warning signs as required.

III. When delivering equipment or material to job site, park vehicles and trailers in designated areas to be approved by the ASU Representatives and ASU Parking & Transit.

P. STORAGE AND HANDLING OF MATERIAL

Limit the storage of materials and equipment to the site work area where directed by the ASU Representative

Deliver materials and equipment to the site in the manufactures' original, unopened, labeled containers. All containers shall be labeled in accordance with OSHA standards. Protect all
relevant material against moisture, tampering, or damage from improper handling or storage. Contractor shall protect and be responsible for any damage to work or materials from the contract until the final payment is made, and shall make good without cost to the ASU Representative any damage or loss that may occur during this period.

Cover and protect any material affected by the weather while in transit or stored on the project. Material found defective or in any way contrary to the contract documents may be rejected by the ASU Representative no matter in what state of completion it may be.

No "Banned" or environmentally unsafe chemicals, herbicides, additives, fertilizers or other chemicals are to be used on the property. Only environmentally friendly supplies are to be used. Safety Data Sheets (SDS) are required for any chemicals or products being used on the campus. Safety Data Sheets (SDS) are to be scanned and emailed to ASU Representative.

Q. GUARANTEE

Guarantee all material, equipment and workmanship for all sections in writing to be free from defect of material and workmanship for ONE-YEAR (1) year from date of final acceptance. Replace without charge for any material or equipment proving defective during this period.

The Contractor shall supply and forward any and all information, publications, manuals, troubleshooting/maintenance guides and specifications to ASU Representative before the project will be considered completed.

R. DEBRIS

It is the intent of these Specifications that the property be kept neat and clean at all times.

It is the responsibility of the Contractor to provide the necessary refuse disposal containers at his or her own cost. These containers will be placed in temporary location(s) designated by the ASU Representative, and removed from the site on the same day of service. It is the responsibility of the Contractor to the area around the container(s) neat and orderly to the satisfaction of the ASU Representative.

The building trash containers shall not be utilized by the Contractor without permission of the ASU Representative.

The Contractor is required to frequently clean up and remove all refuse, rubbish, scrap material and debris on an ongoing basis. Should the ASU Representative find it necessary to clean up after the Contractor, whether it is in the work area or the public areas of the property, all expenses related to the clean-up will be charged to the Contractor.

Remove all debris from the site on a continuing basis.

S. UTILITIES (Electricity, Water and Phones)

The ASU Representative will make available to the Contractor, the existing power supply for use during the term of the contract. Contractor shall provide all required connections, extension cords, lamps, etc.
The ASU Representative will make available to the Contractor the existing water supply for use during the contract term. Contractor shall provide all required connections, hoses, etc. The use of water for the project within the existing building shall be avoided so far as is practical.

Precautions shall be taken, that meet the satisfaction of the ASU Representative, to ensure that all water is contained within controllable limits. Suitable equipment shall be provided at the water-using work areas capable of removing all surplus water immediately and of handling emergency situations.

The ASU Representative will pay for temporary light, power and water consumed during the course of the term of the contract. Contractor shall be prudent in the use of all utilities, and ASU Representative will have priority use of all utilities.

The Contractor or subcontractors are not allowed to use any phones or restrooms in the tenant suites. The ASU Representative will designate a restroom for use by the Contractor.

The Contractor shall be responsible for any mess made by Contractor’s staff in the restrooms and the public phones. If the ASU Representative is required to clean these areas, the Contractor will be charged for such cleaning.

T. NOISE AND DUST CONTROL

Since some work will occur during business hours, noise is a major consideration. Excessive noise, which may disturb occupants, will force the Contractor to halt work temporarily. If a specific task, such as blowing, tree trimming, etc. involves making disruptive noises, it will be necessary for the Contractor to make arrangement with the ASU Representative to schedule such work at a time it will not disrupt the faculty, staff, students, tenants, or visitors. Residential properties are located in close proximity to the campus and the Contractor will be expected to work with ASU Representative to reasonably accommodate noise complaints.

It is the responsibility of the Contractor to instruct all personnel that noise will be minimized at all times. Radios and tape players are not allowed on the job site, this includes speakers for a vehicle.

Exercise all possible care to control excessive noise and dust during the work progression to keep these problems to a minimum. Students and staff will be throughout the grounds and should be given consideration when passing through a work area. The ASU Representative shall be the sole judge as to excessive noise and dust.

U. SUBSTITUTION OF MATERIALS

When a specific manufacturer, trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. If the Contractor desires to use material other than that specified, he shall request approval of such substitution, in writing, to the ASU Representative.

Requests for substitutions shall be in the hands of the ASU Representative no later than two (2) days prior to the stated date of bidding as identified in the contract documents.
Submittals for approval of substitute materials shall contain sufficient information, descriptive brochures, drawings, and samples of other data as is necessary to provide direct comparison to the specific materials. Each submittal shall be well marked and identified as to the type and kind of items being submitted for approval. It is the sole responsibility of the Contractor to submit complete descriptive and technical information so that the ASU Representative can make a proper appraisal. Lack of proper information will be sufficient cause for rejection. References to catalogs that the ASU Representative may or may not have will not be accepted.

Interferences: Substitutions of material shall not be offered unless a thorough check is made of all related items and interferences, revised arrangements and other changes that may result. Such substitutions shall be equal in quality to that stated in this solicitation.

Responsibility: A Contractor offering a substitution shall accept responsibility for its effect on the work of all trades, including any possible delays in completion time of Project. All cost of changes in the work of other trades and drawings, etc. affected by conclusion of Contractor requested substitution shall be paid by the Contractor requesting approval of such substitution unless approved in writing from the ASU Representative.

V. PROPERTY APPEARANCE

The intent is to maintain a first class appearance of the property as determined by the ASU Representative. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the ASU Representative.

W. CONTRACTOR PERSONNEL

Contractor shall maintain and provide the ASU Representative with a current roster of lead and on-site personnel involved with the property with all names, telephone numbers (including 24 hour emergency telephone numbers and email addresses of management personnel).

The Contractor shall provide the ASU Representative with a proposed work schedule, name of the supervisor who will oversee the work performed and the telephone number(s) and email addresses by which to contact them.

This information must be updated monthly (or) within 24 hours of a change in supervisory personnel.

X. CONTRACTOR’S EMPLOYEES

No visitors or relatives of the Contractor's employees will be allowed in the work area unless they are bona fide employees of the Contractor.

Employees may not accost a university student or staff unless it is for their safety. Due to the nature of our collegiate environment, the three second rule will be enforced, and no intended glances or verbal comments shall be tolerated.

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The University may require that the Contractor remove from the job,
covered by the contract, employees who endanger person(s) or property and are under the influence of alcoholic beverage, illegal drug, or mind-altering substance (except any medically-prescribed drug that does not affect the user’s ability to perform safely and efficiently), sell or possess, distribute, offer for sale, or sell any alcoholic beverage, illegal drug, mind-altering substance, or drug paraphernalia on the property. This also applies during any period in which such person is performing services under this agreement or whose continued employment under the contract is inconsistent with the interest of the University.

Y. TRAINING

All personnel used pursuant to this contract shall be trained to perform all work in accordance with the industry standards and the specifications of the contract. Contractor is responsible for all training costs of his or her employees.

Z. IDENTIFICATION

All employees shall wear either an identification badge and/or a uniform with Contractor's name to identify themselves to the ASU Representative and/or tenants, staff or students. The badge and uniform are to be worn at all times while on site.

AA. SITE ACCESS AND SECURITY

The Contractor's personnel shall take adequate care to assure all property entered to perform work are properly secured once all work is completed. All special access and security issues shall be addressed prior to the commencement of work.

Access to tenant space and/or key entry to building and suites shall be coordinated through the ASU Representative.

BB. CONTRACT SUPERVISOR

The Contractor shall designate a Contract Supervisor for the term of the contract. This person shall be the main contact person for the University to contact regarding orders and service problems. The name of this person and their experience/certifications shall be listed within the Staffing Plan. The University shall be notified within twenty-four hours of any change in the Contract Supervisor.

CC. WORKING SUPERVISOR

The Contractor shall specify a Working Supervisor on each quotation. A full-time Working Supervisor will be required to be at the job site at all times while work is performed pursuant to the contract. This supervisor may not oversee more than one project or job location at any time. The Working Supervisor shall have authority to make decisions concerning day-to-day operations and shall assist the contracted representatives in making on-site inspections. This supervisor shall be competent in matters relating to the specific job tasks involved in the contract.

DD. LANGUAGE REQUIREMENT
The Contractor's on-site supervisor, and additional personnel as deemed necessary by the University, must be literate and fluent in the English language. This is not meant to require that all Contractor personnel speak, read, and write English. Some tasks may require only the job supervisor, crew leader or crew member to speak, read, and write English. All activities, which involve contact and interaction with the public, will require that more workers speak English.

This requirement is necessary due to the following reasons that include but are not limited to:

- Warnings of emergencies and hazards.
- Response to law enforcement authorities, ambulance, etc.

EE. PERSONNEL APPEARANCE/HYGIENE

It is imperative that good business and professional conduct be maintained by personnel at all times including Contractor's employee’s appearance and conduct. While Contractor's personnel are on the property, they are to be in a uniform approved by the ASU Representative. Shirts are required and shirt-tails will be tucked in at all times. The ASU Representative reserves the right to bar any individual from the property as a result of their inappropriate appearance, behavior, personal hygiene, or workmanship while on or about the property.

FF. PROJECT WORK

Project work shall mean Landscape Services performed over and above the contract. The Contractor assigned to the contract shall be requested to provide a written quotation for a specific scope of work, and shall submit a project quote for such project work within forty-eight hours (during normal business hours) after request is received from the University. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes.

The project quote must contain: the contract number, name and address of site; a complete list of materials to be utilized (if materials are required), listed in detail by description; detailed description of materials/parts, quantity of materials/parts required, individual cost for each material/part, including total, total labor project cost to be broken down by trade, hours for each trade, hourly cost per trade, and total dollar cost. The project offer shall be all-inclusive, that is any cost overrides to be absorbed by the Contractor.

Replacement parts shall be new and with minimum warranty of ninety days, unless longer warranties are available from manufacturers. All labor for repairs shall have a ninety-day warranty.

All landscape and repair services provided to the University shall follow rules and regulations in accordance with requirements of governing Code’s and ASU Design Standards. All work by Contractor shall be subject to inspection and approval by requesting University agency or, ASU Representative.

The Contractor shall recommend to the University when a unit and/or parts replacement is necessary, when in the Contractor's opinion, the repair cost exceeds the value of the unit or part and it would be in the best interest of the University to replace this unit or part. The Contractor’s recommendation shall include both the cost and the labor to replace the part or
unit. It will be up to the ASU Representative to make the final determination whether to repair or replace.

Unless receiving prior approval from the ASU Representative, the Contractor shall complete the project within the time agreed. Should the Contractor fail to complete the project within the time agreed upon, the University reserves the right to hire another Contractor, all charges for material, labor, equipment, etc., shall be incurred by the initial Contractor.

GG. BILLABLE WORK HOURS

Billable work hours are defined as being at the location site, performing the work as defined within this solicitation. Providing quotes for Extra Work projects, travel to and/or from the location site, lunch or breaks, shall not be considered working hours.

HH. HAZARDOUS SUBSTANCE

Notifications to University. Contractor shall notify the ASU Representative immediately upon occurrence of any of the following:

I. Any discovery by Contractor or any Subcontractor of any Hazardous Substance in any existing structure, facility or equipment on University’s property.

II. Any Release of any Hazardous Substance on University’s property in connection with the Work;

III. The creation or generation of any Hazardous Waste resulting from the construction Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment);

IV. The need for any remediation or removal of any Hazardous Substance or Hazardous Waste relating to the Work whether relating to a pre-existing condition on University’s property or to acts or omissions of Contractor or any subcontractor; or

V. Any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to the construction work.

Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action as to any matter in (i), (ii), (iii), (iv) or (v) without the prior written approval of the University and the University shall have the right to elect to control and carry out any such action or matter.

Should the Contractor or subcontractor ignore any hazardous or suspicious materials and continue the project. The Contractor shall be legally liable for all costs of remediation and any associated fines, including legal fees and shall hold the University harmless.

“Hazardous Substance” means any of the following:
I. any petroleum, oil, gasoline, kerosene, other petroleum product, flammable substance, volatile organic compound, volatile solvent, explosive, asbestos, polychlorinated biphenyl, dioxin, toxic herbicide or pesticide, radioactive material, radon gas and materials containing formaldehyde;

II. any material, substance or waste now or hereafter defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "extremely hazardous substances", "restricted hazardous wastes", "toxic substances", "regulated substances", "solid wastes", "pollutant", or "contaminant" or words of similar import in any Environmental Law;

III. any other material, substance or waste now or hereafter classified or regulated as "hazardous" or "toxic" under any Environmental Law;

IV. any material, substance or waste now or hereafter listed in the United States Department of Transportation Table (49 CFR 172.101) or classified by the United States Environmental Protection Agency as "hazardous" (40 CFR Part 302) or in any successor or replacement tables or classifications as in effect from time to time; and any Hazardous Waste.

"Hazardous Waste" means "hazardous waste", as defined in the Resource Conversation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).

"Contractor Hazardous Waste" means any Hazardous Waste arising during or from the Work that is generated by the acts or omissions of Contractor or a subcontractor (including, without limitation, a Contractor Release) and that is not University Hazardous Waste.

"University Hazardous Waste” means Hazardous Waste (i) that consists of Hazardous Substances in any existing structure, facility or equipment on the University’s property or otherwise present on the University’s property at commencement of the Work, and (ii) that has become Hazardous Waste due to any part of the construction Work. However, University Hazardous Waste does not include any Hazardous Substance that has become a Hazardous Waste due to any Contractor Release.

“Project Hazardous Waste” means any Hazardous Waste arising on University’s property from the construction Work (including, without limitation, Contractor Hazardous Waste and University Hazardous Waste), regardless of:

Whether generated by the acts or omissions of University, Contractor or a subcontractor;

Whether it consists of Hazardous Substances that were on or in University’s property at commencement of the construction Work and that have become Hazardous Waste in the course of the construction Work; and

Whether it consists of Hazardous Substances that are brought on to University’s property for or during the construction Work by Contractor or a subcontractor and that have become Hazardous Waste in the course of the construction Work.
II. UNIVERSITY’S RESPONSIBILITY

The University’s representative shall perform periodic inspections to ensure compliance with contract requirements.

The University shall decide all questions that may arise as to the acceptability of any work performed under the contract.

The University shall notify the Contractor, verbally and in writing, of any deficiencies found within the contract limits. If deficiencies are noted, a copy of the completed performance report will be furnished to the Contractor and to the Purchasing and Business Services.

The University shall immediately suspend the Contractor’s operations when work performance is observed in violation of safety rules, regulations or practices. Violation of safety rules, regulations or practices may be considered grounds for termination of the contract.

The University reserves the right to inspect equipment at any time and require the replacement of any that does not meet minimum serviceability standards. Equipment, machinery, component or system failures that affect the safe operation of any equipment shall be corrected prior to using the equipment.

JJ. NO GUARANTEED QUANTITIES

The Contractor understands and hereby acknowledges that the University makes no representation nor guarantees the Contractor any minimum or maximum requirements to be provided under the contract.

KK. EXAMINATION OF PREMISES

The site of the proposed work shall be examined and inspected for comparison with Specifications in this document and available drawings. No allowance will be made on behalf of the Contractor for errors due to his failure to acquaint himself with the existing conditions.

Scaled and figured dimensions are approximate only. Before proceeding with work, the Contractor shall carefully check and verify all measurements and dimensions at site and be responsible for its accuracy.

LL. GENERAL PROJECT REQUIREMENTS

No responsibility will be assumed by ASU Representative for omissions or duplications by the Contractor in the completion of the contract due to any alleged error in the arrangement of the material in these Specifications.

The misplacement, addition or omission of any letter, word or punctuation mark, or lack of capitalization of a word, shall in no way damage the true spirit, intent or meaning of these Specifications.
MM. INVOICING

Pricing for the resultant contract will be determined by the prices submitted on the Pricing Schedule Section IX, and in accordance with specifications and the Contractor’s quotes. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have been foreseen will not be recognized. All such difficulties shall be properly taken care of by the Contractor. The University will not assume any responsibility for any interpretation, deduction, or conclusion drawn from the site examination.

NN. PRICING

The University shall make determination of the acceptability of work. Work shall be completed in a responsible and professional manner and in accordance with the specifications.

OO. PRE-JOB CONFERENCE

Once an award has been made, the awarded Contractor will be responsible for scheduling a one-time pre-job conference a minimum of 72 hours prior to commencing work. The following parties are required to attend; Contractor’s account manager and on site supervisor and the ASU Representative.
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

2. Proposer shall submit three (3) references from current or former customers/clients who have received services related to those described in this Request for Proposal.

3. At minimum the Proposers and proposed subcontractors shall be licensed by the Registrar of Contractors in the State of Arizona for the types of work included in this solicitation; including but not limited to:
   - Arizona Landscape Contractors Association
     - Certified Member
     - Certified in sustainable landscape management
   - Arizona Department of Agriculture Pest Management Division
     - Business License
     - Applicator License
   - International Society of Arboriculture
     - Certified Arborist

4. Proposer shall, at their expense, possess and retain during the term of the contract, all licenses, certifications, or fees that comply with all Federal, State and local laws, statutes, ordinances, rules, and regulations. These must be in force without any violations, complaints, or suspensions prior to award. It is the Contractor’s responsibility to determine which licenses are required for each specific service stated within this solicitation document.

5. Proposer must submit all applicable licenses and certifications which will be verified by an ASU representative. Should a Contractor’s license or certification fail to meet the requirements as stated within this solicitation document, their offer may be deemed non-responsive. Contractor shall comply with, and require all subcontractors to comply with, all requirements in this section.

*If proposer is currently not certified with all of the agencies as described above in #3, the proposer must submit plan or strategy to obtain certifications within thirty (30) days of contract being awarded.

6. Proposer shall provide a sample weekly work activity report that will be communicated to the ASU Representative (see page 13 of RFP).

7. Proposer shall provide a sample monthly waste tracking report of all landscape debris.
8. Proposer shall provide a sample itemized quote and invoice.

9. Proposer shall provide an organizational chart identifying the number of personnel dedicated to the contract. Proposer must identify the percentage of time personnel are dedicated to the contract to reflect the time dedicated to servicing the campus versus the proposer’s other customers. Any changes to staffing after contract is awarded must be proposed and authorized by ASU Representative.
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 VII Qualifications (40%)
2. Response to Section IX Pricing Schedule (30%)
3. Response to Section V Specifications/Scope of Work (20%)
4. Sustainability Efforts – Section VI and Supplier Sustainability Questionnaire (10%)
5. Acknowledgement and acceptance of all ASU Terms & Conditions (Yes/No)
SECTION IX – PRICING SCHEDULE

Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal.

Basic Services includes all necessary labor hand tools, small power equipment, all riding mowers, weed eating, edging, dethatching, fertilizing, tree and shrub trimming, over seeding, thatching, edging, trimming, debris control blowing off walkways, curbs and gutters, raking, plant removal/replanting (1-5 gallons), staking of trees, lawn, flower and shrub fertilization.

<table>
<thead>
<tr>
<th>Location:</th>
<th>Price:</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td><strong>1. ASU DPC POST OFFICE GROUNDS (POST)</strong></td>
<td></td>
<td></td>
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<tr>
<td>Landscape Service:</td>
<td>$</td>
<td></td>
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<tr>
<td>Tree Trimming:</td>
<td>$</td>
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<tr>
<td>Palm Tree Trimming</td>
<td>$</td>
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<tr>
<td><strong>2. ASU 1st Ave Lots</strong></td>
<td></td>
<td>(Trash Removal &amp; Weed Control only)</td>
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<tr>
<td>Landscape Service:</td>
<td>$</td>
<td></td>
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<tr>
<td><strong>3. ASU Sun Devil Fitness Complex - Downtown (SDFCD)</strong></td>
<td></td>
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<tr>
<td>Landscape Service:</td>
<td>$</td>
<td></td>
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<tr>
<td>Tree Trimming:</td>
<td>$</td>
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<td><strong>4. ASU DPC University Center (UCENT)</strong></td>
<td></td>
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<tr>
<td>Landscape Service:</td>
<td>$</td>
<td></td>
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<tr>
<td>Tree Trimming:</td>
<td>$</td>
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<tr>
<td><strong>5. Midfirst Bank Patio @UCENT</strong></td>
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<tr>
<td>Landscape Service:</td>
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<tr>
<td>Tree Trimming:</td>
<td>$</td>
<td>(Tree located in planter)</td>
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<tr>
<td>Patio Container Flower Budget:</td>
<td>$</td>
<td>(Per occurrence - estimated 3x per year)</td>
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<td><strong>6. ASU Cronkite/8 (CRONK)</strong></td>
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<td>Landscape Service:</td>
<td>$</td>
<td></td>
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<tr>
<td>Tree Trimming:</td>
<td>$</td>
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<td><strong>7. ASU DPC McKinley Parking Lot</strong></td>
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<tr>
<td>Landscape Service:</td>
<td>$</td>
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<td>Tree Trimming:</td>
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<tr>
<td>Palm Tree Trimming</td>
<td>$</td>
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<tr>
<td><strong>8. ASU BEUS Center for Law and Society (BCLS)</strong></td>
<td></td>
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<tr>
<td>Landscape Service:</td>
<td>$</td>
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<tr>
<td>Tree Trimming:</td>
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<tr>
<td>Container Flower Budget:</td>
<td>$</td>
<td>(Per occurrence - estimated 3x per year)</td>
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<tr>
<td>Location:</td>
<td>Price:</td>
<td>Notes</td>
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<td>----------------------------------------------------</td>
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<tr>
<td>9. ASU DPC Nursing and Health Innovations 1 (NHI 1 - Health South)</td>
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<tr>
<td>Landscape Service:</td>
<td>$</td>
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<td>Tree Trimming:</td>
<td>$</td>
<td></td>
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<tr>
<td>Palm Tree Trimming:</td>
<td>$</td>
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<tr>
<td>10. ASU DPC Nursing and Health Innovations 2 (NHI 2 - Health North)</td>
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<td></td>
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<tr>
<td>Landscape Service:</td>
<td>$</td>
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<td>Tree Trimming:</td>
<td>$</td>
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<tr>
<td>11. ASU DPC Mercado Buildings A-F (MERC A-F)</td>
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<tr>
<td>Landscape Service:</td>
<td>$</td>
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<td>Tree Trimming:</td>
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<tr>
<td>Palm Tree Trimming:</td>
<td>$</td>
<td>(Per occurrence - estimated 3x per year)</td>
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<tr>
<td>Container Flower Budget:</td>
<td>$</td>
<td></td>
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<tr>
<td>12. ASU Grant Street Studios (GSS)</td>
<td></td>
<td>(Trash Removal &amp; Weed Control only)</td>
</tr>
<tr>
<td>Landscape Service:</td>
<td>$</td>
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</table>

**Labor Rates - Proposal Work**

| Labor Rate for normal landscape work beyond the scope of the contract |
|-------------------------------------------------|--------|
| Regular (per hour)                              | $      |
| Overtime (per hour)                             | $      |
| Saturday/Sunday (per hour)                      | $      |
| Holiday (per hour)                              | $      |

| Labor Rate for Irrigation Specialist work beyond the scope of the contract. |
|-------------------------------------------------|--------|
| Regular (per hour)                              | $      |
| Overtime (per hour)                             | $      |
| Saturday/Sunday (per hour)                      | $      |
| Holiday (per hour)                              | $      |

<table>
<thead>
<tr>
<th>Other, not specified by RFP (please specify):</th>
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<tbody>
<tr>
<td>Regular (per hour)</td>
<td>$</td>
</tr>
<tr>
<td>Overtime (per hour)</td>
<td>$</td>
</tr>
<tr>
<td>Saturday/Sunday (per hour)</td>
<td>$</td>
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<tr>
<td>Holiday (per hour)</td>
<td>$</td>
</tr>
</tbody>
</table>
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

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

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

- **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 discretion, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. Mandatory certifications and Substitute W-9 as per Section XIII
2. Section V Specifications/Scope of Work
3. Section VI Qualifications
4. Section IX Pricing Schedule
5. Sustainability Efforts – Section VI and Supplier Sustainability Questionnaire
6. Acknowledgement and acceptance of all ASU Terms and Conditions. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.
SECTION XI – PROPOSER INQUIRY FORM

Pre-proposal questions, general clarifications, or any other information requested must be emailed to: Zachary.Thornton@asu.edu

PROJECT NAME: ____________________________

PROPOSAL NUMBER: 231804 – Landscaping Services Downtown Phoenix Campus

INQUIRY DEADLINE: 5:00 P.M., MST, 12/05/17

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

DATE: ____________________________

WRITER: ____________________________

COMPANY: ____________________________

E-MAIL ADDRESS: ____________________________

PHONE: ____________________________ FAX: ____________________________

QUESTIONS:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
SECTION XII – AGREEMENT - TERMS & CONDITIONS

The successful Proposer is expected to enter into an Independent Contractor Agreement for Services and Deliverables, the standard form of agreement approved by the Arizona Board of Regents. 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.

Arizona State University
INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES AND DELIVERABLES

THIS CONTRACT is made between the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (ASU) and ____________________________________________, a __________________________ (Vendor), effective as of ______________, 2017 (the Effective Date).

ASU issued a Request for Proposal 231804 for Landscaping Services. Vendor responded with its proposal. ASU and Vendor desire to enter into this Contract for the purpose of Vendor providing ASU with maintenance of landscaping at several designated ASU locations.

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

1. Engagement; Services and Deliverables. ASU retains Vendor, as of the Effective Date, and Vendor accepts such engagement, to perform the services as and when described on Exhibit A (the Services). As part of the Services, Vendor will deliver to ASU all reports, code, documents, software, and other items and materials as and when described on Exhibit A (the Deliverables).

Compensation. ASU will pay Vendor for the Services (which by definition include the Deliverables) as and when set forth on Exhibit B. Unless described with specificity on Exhibit B, Vendor will be solely responsible for all expenses it incurs in connection with Vendor’s obligations under this Contract. ASU will make all payments to Vendor in Vendor’s legal name as set forth in the opening paragraph. Unless described with specificity on Exhibit B, ASU must receive all Deliverables prior to payment. Payment terms are Net 30 days upon ASU’s receipt of Vendor’s invoice.

2. Price Adjustment. Price changes will normally only be considered at the end of one contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to Vendor. ASU will not approve price increases that will merely increase the gross profitability of the Vendor at the expense of ASU. Price change requests shall be a factor in the Contract extension review process. ASU shall determine whether the requested price increase or an alternate option is in the best interest of ASU.

3. Sales and Use Tax. Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. ASU is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from ASU.

4. Term and Termination. The obligations of the parties will commence on the Effective Date and, unless sooner terminated, expire twelve (12) months after the Effective Date (the Term). The total Term will not exceed 5 years. ASU may terminate this Contract with or without cause upon 10 days’ prior written notice to Vendor. Upon
termination, ASU will have no further obligations to Vendor other than payment for Services rendered and Deliverables delivered, in each case as of the effective date of termination. All provisions of this Contract that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Contract.

5. Independent Contractor. Vendor is an independent contractor. Neither Vendor nor any of Vendor’s owners, officers, directors, managers, members, employees, agents, contractors, or subcontractors (collectively, with Vendor, the Vendor Parties), will be employees, agents, partners, or joint venturers of ASU. None of the Vendor Parties will be eligible for any benefits from ASU, including worker’s compensation coverage, nor will ASU make deductions from any amounts payable to Vendor for taxes. Taxes for any amounts paid to Vendor will be Vendor’s sole responsibility.

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

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

8. Records and Reports. Vendor will provide interim written reports concerning the performance of the Services as and when ASU may request. Upon termination of the Term, Vendor will, if requested by ASU, provide a final written report regarding the Services.

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

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

10. Ownership and Assignment of Work Product. Neither Vendor nor any Vendor Parties will make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, any Intellectual Property for or at the request of ASU in connection with this Contract (Contract IP). However, to the extent any Contract IP is created, it will be owned by ASU and Vendor hereby irrevocably assigns, and will cause all Vendor Parties to so assign, without further consideration, to ASU all right, title and interest to all Contract IP. Intellectual Property means any and all ASU Data, 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. Vendor will make full and prompt disclosure of the Contract IP to ASU.

11. Warranties. Vendor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform; (ii) Vendor will comply, and will be responsible for ensuring Vendor Parties comply, with all applicable federal, state and local laws in the performance of this Contract; (iii) Vendor owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any Intellectual Property of any third parties; (iv) no code or software developed or delivered by Vendor under this Contract will contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (v) all Deliverables will conform to the specifications and descriptions created therefor.

12. Indemnification. Vendor will indemnify, defend, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnitee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligence, acts or omissions of Vendor, or any of the other Vendor Parties; (ii) a breach of this Contract; or (iii) failure to comply with any applicable law. Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

13. Responsibility. Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party’s direction and supervision. Notwithstanding the terms of this Contract or any other document or agreement: (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 of ASU, as set forth in PUR-202, which is at www.asu.edu/counsel/manual/signatureauthority.html.

14. No Debarment. None of the Vendor Parties, either directly or indirectly or through subcontractors, have been suspended, excluded from participation in or penalized by any Federal or State procurement, non-procurement, or reimbursement program. Vendor 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 Services. Vendor will provide immediate written notice to ASU upon the subsequent exclusion of any of the Vendor Parties, or upon learning of any investigation or proposed action that could result in such exclusion.

15. Notices. All notices and communications required or permitted under this Contract will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

To ASU:

_________________________________________________ (department name)
PO Box
Tempe, AZ  85287-________
Attn:  ______________________ (insert title not an individual name)

With a copy to:

ASU Purchasing and Business Services
PO Box 875212
Tempe, AZ  85287-5212
Attn:  Chief Procurement Officer
To Vendor:
____________________________________
____________________________________
____________________________________
Attn: ________________________________

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

16. Nondiscrimination. The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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

18. Arbitration in Superior Court. As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

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

20. Records. To the extent required by ARS § 35-214, Vendor will retain all records relating to this Contract. Vendor will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Vendor. Records may be delivered electronically.

21. Failure of Legislature to Appropriate. In accordance with ARS § 35-154, if ASU’s performance under this Contract 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 Vendor and cancel this Contract without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

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

23. Background Checks. To ensure the safety and security of ASU, Entity will, at Entity’s expense, conduct reference checks, background checks, and fingerprinting (Screenings) on all persons employed or contracted by Entity to perform work under this Contract. The necessity, frequency, type, and adequacy of the Screenings will be determined by the type of work each person will be performing under this Contract. Entity will conduct Screenings on each person, as would be required if ASU were hiring the
person, within 90 days prior to that person commencing work under this Contract. The minimum Screening requirements are set forth in ASU ACD 126 at http://www.asu.edu/aad/manuals/acd/acd126.html and ARS § 15-1649. During the term of this Contract, Entity will exclude from any direct participation in Entity’s performance under this Contract, any dishonest, unethical, unreasonably dangerous, or otherwise unqualified person. Entity will maintain as part of the records Entity is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Entity will abide by all applicable laws, rules and regulations including the Fair Credit Reporting act and/or any equal opportunity laws, rules, regulations or ordinances.

24. Advertising, Publicity, Names and Marks. Vendor 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), for any reason including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Contract; 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 any ASU Marks must comply with ASU’s requirements, including using the ® indication of a registered trademark where applicable.

25. Insurance Requirements. Without limiting any liabilities or any other obligation of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or subcontractors as described on Exhibit C.


27. Title IX Obligation. Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. ASU’s Title IX Guidance is available at www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf. Vendor will: (i) comply with ASU’s Title IX Guidance; (ii) provide ASU’s Title IX Guidance to any Vendor Parties who may reasonably be expected to interact with ASU students and employees, in person or online; and (iii) ensure that all Vendor Parties comply with ASU’s Title IX Guidance.

28. 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). 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.

29. Tobacco-Free University. ASU is tobacco free. For details, visit www.asu.edu/tobaccofree.

30. Outside Services; Notification. Vendor is free to perform work for entities other than ASU as long as such services do not violate Vendor’s obligations under this Contract. Vendor authorizes ASU to notify any employers or clients of Vendor of Vendor’s obligations hereunder.

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

32. No Boycott of Israel. As required by ARS §§ 35-393 to 35-393.01, Vendor certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

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

35. No Waiver. No waiver by University of any breach of the provisions of this Contract by Vendor shall in any way be construed to be a waiver of any future breach or bar ASU’s right to insist on strict performance of the provisions of this Contract.

36. Assignment of Anti-Trust Overcharge Claims. The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Vendor hereby assigns to the Arizona Board of Regents for and on behalf of ASU any and all claims for such overcharges.

37. Labor Disputes. Vendor shall give prompt notice to ASU of any actual or potential labor dispute which delays or may delay performance under this Contract.

38. Equal Opportunity Clause. The Provisions of Section 202 of Executive Order 11246.41, C.F.R. § 60-1.41, C.F.R. § 60-250.4 and 41, and C.F.R. § 60-741.4 are incorporated herein by reference and shall be applicable to this Contract unless this Contract is exempted under the rules, regulations or orders of the Secretary of Labor.

39. Gratuities. ASU may, by written notice to Licensor, cancel this Contract or any Order Form if it is found by ASU that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Licensor, or any agent or representative of Licensor, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Contract is canceled by ASU pursuant to this provision, ASU shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Licensor in providing such gratuities.

40. Insolvency. ASU shall have the right to terminate this Contract at any time in the event Vendor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Vendor and not discharged within thirty (30) days; or if Vendor 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 Vendor or its business.

41. Assignment. Neither party may transfer or assign this Contract or any of its rights or obligations hereunder, either directly nor indirectly, or by operation of law, without the other party’s prior written consent. Any attempt to the contrary will be void.

42. Campus Deliveries and Mall Access. Vendor must familiarize itself with ASU parking, campus delivery options and loading zones. Not all campus buildings are directly accessible and some require Vendor to unload at lots or loading areas that may not be directly adjacent to the delivery or work location. As a result Vendor must then transport goods by using electric style golf carts, dolly or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for vendor vehicles and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement time and deliveries or work requiring vehicular
or cart access may need to be arranged outside of the restricted hours. Vendor must obtain required parking permits, and must comply with loading zones, mall access, and pedestrian mall restrictions. Information is available at http://parking.asu.edu and http://walk.asu.edu/.

43. Parking. Vendor shall obtain all parking permits and/or decals required while performing work on University premises. Vendor should contact Parking and Transit, http://cfo.asu.edu/pts.

The parties have signed this Contract as of the Effective Date.

Arizona Board of Regents for and on behalf of Arizona State University
By: ____________________________
Name: __________________________
Title: __________________________
Date Signed: _____________________

Vendor:
By: ____________________________
Name: __________________________
Title: __________________________
Date Signed: _____________________
EXHIBIT B – CONSIDERATION

If in this Exhibit B ASU agrees to reimburse Vendor for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy FIN 421-01, www.asu.edu/aad/manuals/fin/fin421-01.html

If in this Exhibit B, ASU agrees to reimburse Vendor for any expenses, Vendor will submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse Vendor for any expenses, invoices, or receipts for expenses received after that time.
EXHIBIT C – INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligations of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Services.

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

Minimum Scope and Limits of Liability: Vendor 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 $6,000,000
   - Products – Completed Operations Aggregate $2,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Each Occurrence $2,000,000

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

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

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

3. Worker’s Compensation and Employers’ Liability – statutory limits, as amended from time to time and in each case no less than the amounts specified below:

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

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

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

B. Additional Insurance Requirements: All policies will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by Vendor, even if those limits of liability are in excess of those required by this Contract.

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

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

C. Notice of Cancellation: With the exception of 10 day prior written notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above will require 30 days prior written notice sent directly to Director of Risk Management, ASU, PO Box 876512, Tempe, AZ, 85287-6512 and shall be sent by United States certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A-VII (A minus seven). The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Vendor from potential insurer insolvency.

E. Verification of Coverage: Vendor will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by ASU before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

All certificates required by this Contract must be sent directly to Director of Risk Management, Arizona State University, P.O. Box 876512, Tempe, AZ 85287-6512. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. Arizona and/or ASU reserve the right to require complete certified copies of all insurance policies required by this Contract at any time.
F. **Subcontractors**: Vendor’s certificate(s) will include all subcontractors as insureds under its policies or Vendor will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

G. **Approval**: These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from these insurance requirements will require the approval of the Arizona Department of Administration, Risk Management Section.
SECTION XIII – MANDATORY CERTIFICATIONS

(Fillable PDF versions of mandatory certifications are located on-line under Supplier Forms: http://cfo.asu.edu/purchasing-forms. ORIGINAL signatures are REQUIRED for either version.)

CONFLICT OF INTEREST CERTIFICATION

(Date)

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

The undersigned certifies that to the best of his/her knowledge: (check only one)

( ) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

________________________________ _________ ______________________
(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)

(Federal Debarred List Continued)
(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)
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 § 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)
The Supplier Sustainability Questionnaire is used to help the University understand how sustainable a supplier is. Sustainability is an important goal for the University, and as such, we expect our suppliers to help us support this goal. There are two (2) different questionnaires posted, one is for large companies while the other is for small businesses. A company is considered to be large when there are more than 100 fulltime employees or over 4 million dollars in annual revenue generated.

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY

Firm Name: ________________________ Date: ________________________

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

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:

- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

Energy
1. What is your firm doing to be energy efficient?
2. What are your firm’s annual greenhouse gas emissions in metric tons of carbon dioxide equivalent? (Enter total metric tons of CO2 equivalency [includes the following GHGs: CO2, CH4, N2), SF6, HFCs and PFCs])
3. What plan is in place to reduce greenhouse gas emissions in the future?

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

Water Waste
1. What is your firm doing to reduce water waste?
2. What is your firm’s annual water waste in gallons? (Enter total gallons)
3. What plan is in place to reduce water waste in the future?
Packaging
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

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

Community
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?
If your firm is just beginning the sustainability journey, or is looking for tools and resources, here are some suggestions:

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

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

**Water Waste**
BSR’s guide on how to establish your water usage:
EPA information about conserving water:
- [http://water.epa.gov/polwaste/nps/chap3.cfm](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://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm)

**Sustainability Practices**
Ideas for alternative transportation programs:
The EPA environmentally preferable purchasing guidelines for suppliers:
- [http://www.epa.gov/epp/](http://www.epa.gov/epp/)
EPA life cycle assessment information:
- [http://www.epa.gov/nrmrl/std/lca/lca.html](http://www.epa.gov/nrmrl/std/lca/lca.html)
Green Seal green products & services:
Ecologo cleaning and janitorial products:
EPA information on sustainable landscape management:
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?
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Greenbiz’s comprehensive guide to reducing corporate waste:

**Water Waste**
EPA information about conserving water:

**Packaging**
Links to get you started on sustainable packaging:

**Sustainability Practices**
Ideas for alternative transportation programs:
- [http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTransportationPrograms.pdf](http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTransportationPrograms.pdf)

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

EPA life cycle assessment information:
- [http://www2.epa.gov/saferchoice/design-environment-life-cycle-assessments](http://www2.epa.gov/saferchoice/design-environment-life-cycle-assessments)

Green Seal green products & services:

Ecologo cleaning and janitorial products:

EPA information on sustainable landscape management:
Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.

### Taxpayer Identification Number (TIN)

- Employer ID Number (EIN)
- Social Security Number (SSN)

<table>
<thead>
<tr>
<th>LEGAL NAME: (must match TIN)</th>
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<tbody>
<tr>
<td>LEGAL MAILING ADDRESS:</td>
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<tr>
<td>(Where tax information and general correspondence is to be sent)</td>
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<tr>
<th>DBA/Branch/Location:</th>
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<td>ADDRESS LINE 1:</td>
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### REMIT TO ADDRESS:

- Same as Legal Mailing Address

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<th>CITY:</th>
<th>ST:</th>
<th>ZIP:</th>
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### ENTITY TYPE (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)

- Individual (not a business)
- Sole proprietor (individually owned business or sole proprietor organized as LLC or PLLC)
- Corporation (not providing health care, medical or legal services) (EP: 5)
- Corporation (providing health care, medical or legal services) (EP: 5)
- Partnership, LLP or partnership organized as LLC or PLLC
- The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)
- A state, a possession of the US or any of its political subdivisions or instrumentalities (EP: 3 FC: C)
- Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)
- An international organization or any of its agencies or instrumentalities (EP: 4)
- State of Arizona employee

**Corporations: Is your or an affiliated company’s stock regularly traded on one or more established security markets?**
- Yes
- No (FC: D/E)

### CERTIFICATION

Under penalties of perjury, I certify that:

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

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

Signature of U.S. Individual Date:

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

RETURN TO ASU

Legal Name: TIN:

Are you doing business in Arizona for purposes of sales/use tax collection and remittance? Yes No

If you select Yes, please provide your Arizona License # and sales/use tax rate charged % DUNS#

SECTION 1 - FEDERAL INFORMATION

What is your business’ federal classification type? See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) http://www.sba.gov/size

Large Business? YES NO
Small Business? YES NO

Please check all that apply to your business for the federal supplier type or check Not Applicable here: 

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

SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION

Are you self-certified according to this State of Arizona definition? “Less than 100 full-time employees OR less than $4 million in volume in the last fiscal year”

YES NO

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

Print Name:

Signature:

Phone: Fax:

Email:

VENDOR: List the product or service provided.

If the buyer name is listed, please return to the buyer. Buyer: Phone: Email:

NOTE: IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU. Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.
ALL SERVICE PROVIDERS ARE REQUIRED TO READ AND SIGN THE ASU SERVICE PROVIDER AGREEMENT PRIOR TO PERFORMING WORK THAT MAY INVOLVE DISTURBING OF ANY SURFACE MATERIALS 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 -- 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.

Web View of Service Provider Job-Site Safety Information

DISCLOSURE OF ASPHESSTOS, 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.

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]
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 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. The service provider is required to provide the original of this signed document to EHS and a copy to CPMG.

[Name]

[Title]

Employer Representative Signature             Date