



1/09/19

**REQUEST FOR PROPOSAL
ELEVATOR MAINTENANCE SERVICES**

RFP 231902

DUE: 3:00 P.M., MST, 02/22/19

Time and Date of Pre-Proposal Conference	TBD
Deadline for Inquiries	3:00 P.M., MST, 02/08/19
Time and Date Set for Closing	3:00 P.M., MST, 02/22/19

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SECTION I – REQUEST FOR PROPOSAL

RFP 231902

Arizona State University is requesting sealed proposals from qualified firms or individuals for Elevator Maintenance Services.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 P.M., MST, 02/22/19** at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. **No proposals will be accepted after this time.** No other public disclosure will be made until after award of the contract.

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

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

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

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

ARIZONA STATE UNIVERSITY

Brett Baumgardner

Brett Baumgardner
Senior Buyer

SECTION II – PURPOSE OF THE RFP

1. **INTENT**

The intent of this RFP is to contract with a qualified Proposer(s) to maintain the elevator equipment to highest elevator industry standards as defined by the American Society of Mechanical Engineers (ASME) and by continuously preserving and maintaining the condition, appearance, and performance of the elevators in keeping with their original and modernized design. The purpose of the maintenance program specified herein is to provide the following:

- Safe, consistent, and reliable operation
- Maximum operational performance
- Maximum beneficial usage
- Maximum life cycle

ASU reserves the right to award a single or multiple contracts under this RFP.

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 100,000 students in metropolitan Phoenix, Arizona, the nation's fifth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe.

More information about ASU is located at <http://www.asu.edu>.

3. **TERM OF CONTRACT**

The initial contract term will be for (2) years with the possibility of three (3) successive one (1) year renewals, for a total term not to exceed five (5) years. The contract will be available for use by other University departments during this term.

SECTION III – PRE-PROPOSAL CONFERENCE

X A pre-proposal conference will be held at time to be determined and shall be added by addendum

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

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

#1: ASU Tempe Campus – Preproposal Conference and Site Walkthrough

Date/Time: TBD

Location:

Contact Person(s):

Phone: Email:

#2: ASU Polytechnic Campus – Site Walkthrough

Date/Time: TBD

Location:

Contact Person(s):

Phone: Email:

#3: ASU Downtown Campus – Site Walkthrough

Date/Time: TBD

Location:

Contact Person(s):

Phone: Email:

#4: ASU West Campus – Site Walkthrough

Date/Time: TBD

Location:

Contact Person(s):

Phone: Email:

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:** The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XI. These terms and conditions will be incorporated into the contract between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.** All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.
14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
15. Days: Calendar days
 May: Indicates something that is not mandatory but permissible/ desirable.
 Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.
 Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
17. All proposals and accompanying documentation will become the property of the University at the time the proposals are opened. **It will be the proposer's responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer.** If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.
18. All required performance and payment bonds shall be held by the University in a secure location until the performance of the contract and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer's responsibility to request the surety bonding company to submit to the University the necessary documents to approve the release of the bonds. Until such time the bonds shall remain in full force and effect.
19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your proposal to this Request for Proposal, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Proposal.**
20. The University has entered into Cooperative Purchasing Agreements with the Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the proposer, the Community College District and/or Maricopa County may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.
21. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures (\$AVE) cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the proposer, a member of \$AVE may access a contract resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.
22. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing, to:

Brett Baumgardner
Purchasing and Business Services
University Services Building
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212
Tel: 480-727-5259
E-mail: Brett.Baumgardner@asu.edu

Requests must be submitted via email to Brett.Baumgardner@asu.edu. All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

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

23. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
24. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.
25. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.
26. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at <http://www.epeat.net> on the Web.
27. To the extent applicable to any contract resulting from this Request for Proposal, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. **Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer's breach of its obligations under this paragraph.**
28. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809.

Protests should be directed to:

Jamon Hill
Deputy Chief Procurement Officer
Purchasing and Business Services
PO Box 875212
Tempe AZ 85287-5212
Email: Jamon.Hill@asu.edu

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

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

The ASU Magazine

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for the University's 450,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with the University, the largest university in the United States, your company can stand above the competition.

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

- Alumni live worldwide.
- 230,000 of alumni reside in Arizona.
- More than 200,000 alumni live in Maricopa County.
- 38,000 of alumni reside in California.
- 55% of ASU alumni are under the age of 55.
- 85% own their own place of residence.
- 60% earn more than \$50,000 annually.
- 40% fall in the top two highest wealth rating categories.
- 14% hold multiple and /or advanced degrees.

Specific partnership opportunities exist in a variety of areas.

- Advertise in the ASU Magazine, mailed to more than 400,000 homes around the world three times per year.
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences. Events include: Founder's Day, Homecoming, Legends Luncheon, Sun Devil 100, football tailgates, Career Fairs and many more! Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services to Sun Devil alums all over the world.
- Advertise on the ASU Alumni Web site or on our 110 Chapter/Club websites or in monthly E newsletter which is sent out to more than 240,000 people monthly. Cost is \$1000 per month per each advertising venue.
- Learn more by Contacting John Davis at 480-965-5051 or jadavis@asu.edu today to start doing business with Sun Devil nation!

Sun Devil Sports Marketing

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics. Sponsorship opportunities include, but are not limited to, on-premise signage, radio, print, digital, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Ben Burke at 480-727-9390.

Arizona PBS Delivers...

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

- **AZPBS delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. AZPBS / KAET reaches 85 percent of the people of Arizona.
- **AZPBS delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **AZPBS delivers – marketing benefits:**
 - Build brand awareness by linking your business with high-quality programs
 - Generate community goodwill through support of public television
 - Promote your offerings to a broad audience at an affordable price
 - Market your brand in an environment free of commercial clutter
- **AZPBS delivers – multiple media platforms:**
 - 3 TV Channels – Eight HD, Eight Life & Eight World
 - Web views – www.azpbs.org (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

The following provisions will be incorporated into the agreement template provided in Section XI - Agreement.

1. DUTIES OF CONTRACTOR

Contractor shall furnish all supplies, materials, parts, applicable taxes, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including cleaning, lubrication, adjusting, parts replacement, repair, and callback service, and other services in Appendix D – Extent and Scope of Services. All work shall be in conformity with highest elevator industry standards and best practices as per ASME, all applicable laws including the laws and regulations as defined by Occupational Safety and Health Administration (OSHA), and all expressed and implied provisions of this RFP for the complete vertical transportation systems detailed in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing of this RFP.

Contractor accepts full responsibility for the equipment, as it exists on the effective date of the contract and will leave it in a condition acceptable to ASU at the termination date.

Contractor acknowledges ASU provided access to and sufficient time for adequate examination of the equipment and review of service records. Contractor further acknowledges the specified vertical transportation equipment has been evaluated by Contractor, and Contractor has determined the equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all of the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in “as is” condition, in accordance with this RFP.

2. PERFORMANCE

- A. If Contractor violates any provision or fails to properly perform services and/or repairs within a reasonable timeframe required by this RFP on any unit, ASU shall advise Contractor of deficiencies and shall allow Contractor five (5) business days unless otherwise agreed, to acknowledge and commence to cure such deficiencies at Contractor’s expense and to ASU’s sole satisfaction. This shall include Contractor’s inability to supply sufficient repairs crews to address major repairs within the time constraints and Key Performance Indicators identified in Appendix B – Key Performance Indicators and Penalties. If Contractor fails to comply or remedy in the allotted time, ASU shall have right to cancel the contract immediately with written notice to Contractor.
- B. ASU, after an additional five (5) business days’ written notice to Contractor, may perform or cause to be performed all or any part of Services and Contractor agrees that it shall reimburse ASU for any expenses incurred. ASU shall deduct said expense from any sum owing Contractor.
- C. Any individual waiver by ASU of a singular breach of any one individual provision of this RFP by Contractor shall not be construed as a subsequent waiver of either the same provision or any other subsequent provisional breaches by Contractor, nor to be construed as precedent setting in nature.
- D. ASU may modernize all or a portion of vertical transportation units during the term of a contract. Modernization is any “Alteration” as defined by ASME Code, as applicable. ASU may, at its sole

discretion, add or remove vertical transportation unit and system locations at any time. Any modernization projects may or can be performed by another Contractor awarded under a separate RFP. If that awarded Contractor is not the same Contractor awarded under this RFP, then the Contractor awarded under this RFP agrees that the contract may be cancelled or suspended in part at the sole discretion of ASU, without penalty.

E. If an awarded agreement is terminated:

- I. Contractor agrees to take action reasonably necessary to cause an orderly transition of Services to another Contractor without detriment to rights of ASU or to continued operation at campus location (Property) including, but not limited to, refraining from any interference or disruption of occupants or other Contractors.
- II. Contractor shall immediately deliver to ASU all reports, records, as-built wiring diagrams, portable electronic diagnostic devices supplied (owned by ASU), access codes, and other materials and documentation related to and required to facilitate services required by this RFP.

3. OBSOLESCENCE

- A. Definition of Obsolescence: A system, component, or part that is no longer repairable, rebuildable, supported, manufactured, available in-stock or supplied by the OEM, non-OEM elevator/escalator systems parts supplier or other third-party parts supplier or fabricator in the same form, fit and function.
- B. During the term of a contract, any system, component, or part not meeting the Definition of Obsolescence in Section V, Paragraph 3.A. shall be covered as prescribed in this RFP. Systems, Components or Parts, which are repairable or re-buildable, shall be covered under the following conditions:
 - I. Part is repairable, in the same form and fit, either through the manufacturer or through any third-party provider
 - II. Part is custom makeable, in the same form and fit
- C. Should a part become obsolete meeting the definition in Section V, Paragraph 3.A., the Contractor shall submit the following to ASU:
 - I. A quote to include:
 - a) The cost of the obsolete part and the cost of the replacement part. ASU shall only be responsible for the cost difference in parts.
 - b) The cost of labor to replace the obsolete part and the cost of labor to install the replacement part. ASU shall only be responsible for the cost difference in labor.
 - II. Documentation to substantiate the part is obsolete and attempts to locate third party providers has occurred for any material cost associated with the part.
 - III. Documentation as to equipment changes required to replace the obsolete part with that of the new part for any labor costs associated with the part replacement.
- D. No other claim for obsolescence of any kind will be considered by ASU during the course of a contract.

4. CONTRACTOR SERVICES

- A. Contractor shall coordinate and follow the directives of ASU with respect to scheduling Services and any deliveries hereunder or at a time or times further specified in other provisions of this RFP.
- B. Services shall be performed as follows:
 - I. In conformance with all provisions of this RFP
 - II. In conformance with all applicable original equipment manufacturer's specifications
 - III. In conformance with the written Maintenance Control Program (MCP)
 - IV. In conformance with ASU's rules, policies, regulations, and requirements for work at the campuses, as modified and supplemented during term of a contract
 - V. In conformance with ASU's requirements for cleanup using containers supplied by Contractor
 - VI. To ASU's satisfaction
 - VII. By qualified, careful, and efficient employees in conformity with best elevator industry practices
 - VIII. Diligently, to highest elevator industry standards, in a complete and workman-like manner, free of defects or deficiencies
 - IX. In such manner, as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees
- C. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable OSHA safety laws. Contractor shall take all reasonable precautions for safety of ASU faculty, students and staff, ASU's tenants, Contractor's employees, and other persons on or about the Property.
- D. Contractor shall repair, to satisfaction of ASU, any damage to the Property and adjacent areas caused by performance of Services.
- E. Contractor's additional services:
 - I. Re-lamping of lighting in equipment pits, hoist ways, beneath elevator, elevator car tops machinery spaces and all areas not accessible to non-elevator personnel, with lamps provided by ASU
 - II. Contractor shall provide assistance for the State Elevator Inspectors. The Contractor shall provide the manpower to assist the State Elevator Inspectors in their annual inspections. The Contractor onsite personnel may be used for this purpose provided service personnel are still available for trouble calls (callback). The Contractor will make, or cause to have made, repairs and/or testing identified by the Arizona State Inspectors in the form of Correction Orders that has been included in the scope of work identified in this RFP, at no additional cost to ASU.
 - III. Contractor shall include key retrieval from pits and minor nuisance calls which require only minimal labor to remedy such as debris in sills, doors gib adjustments, etc. during normal operating hours, apart from key retrieval which shall be at all times.

5. SITE VISITATION AND ACCESS TO THE UNIVERSITY BY THE CONTRACTOR

- A. Access to the site shall be as directed by ASU. The Contractor and Contractor's personnel shall review and familiarize themselves with the ASU Parking/Transit Rules and Regulations Online videos.

Not all campus buildings are directly accessible and some require Contractor to unload at lots or loading areas that may not be directly adjacent to the delivery or work location. As a result Contractor 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 Contractor 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.

Contractor must comply with loading zones, mall access, and pedestrian mall restrictions. Information is available at <http://parking.asu.edu> and <http://walk.asu.edu/>.

Contractor 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>.

- B. Contractors employees furnished by the Contractor in the performance of the contract shall be provided access to both security badges and security keys provided by ASU once the employees have satisfied the required Background Screening. No elevator equipment room door locks will be added or changed from the existing Schlage equipment room keys or Medco equipment room keys provided or cut by Contractor or Contractor's employees. Contractor shall bear all cost associated with providing ASU badges to their employees.

Contractor shall immediately report lost or stolen badges or keys to ASU. A new badge application or key issue form shall be completed and submitted prior to issuance of a new badge or keys.

All badges and keys shall remain the property of ASU and must be returned to ASU immediately when the employees' access to ASU's facility is no longer required to furnish the services under this RFP. Contractor shall collect an employee's badge and key(s) upon the termination of the employee; when the employees services are no longer required at the facility(s); or upon termination, cancellation or expiration of a contract.

Contractor shall bear all direct cost incurred by ASU as a direct result of lost or stolen security access badges and or access keys assigned to Contractor or Contractors employees to re-key affected locks or reprogramming security access readers.

- C. Contractor employees are required to wear standard matched uniforms with a visible company logo. Each employee shall be required to have on their person a company ID visible for identification as a current company employee.

- D. The Contractor's personnel shall confine their activities to the work site and areas designated for Contractor use. It shall be the Contractor's responsibility to maintain an orderly work site and to remove debris, trash, used material, and tools from the job sit
- E. The Contractor shall remove from the area all materials and equipment upon completion of the work involved in performing required services. The job site will at all times be left in a clean and orderly condition.

6. AUTHORIZED UNIVERSITY PERSONNEL

- A. The following is a list of authorized ASU Tempe Campus contacts with regard to any notices or requests pertaining to the technical issues of any subsequent nature:
 - I. Elevator Contract Administrator, (Primary Contact)
 - II. Director of Facilities Management
 - III. Executive Director Facilities Management
 - IV. Assistant Vice President
- B. The following is a list of authorized Downtown Phoenix Campus contacts:
 - I. Facilities Management, (Primary Contact)
 - II. Director of Facilities Management
- C. The following is a list of authorized West Campus contacts:
 - I. Facilities Management, (Primary Contact)
 - II. Director of Facilities Management
- D. The following is a list of authorized Polytechnic Campus contacts:
 - I. Electrical Manager, (Primary Contact)
 - II. Director of Facilities Management

7. HOURS AND MANNER OF WORK

- A. All work, except as otherwise noted in this RFP, including unlimited callback service, shall be performed during the building's regular time hours. These hours are 7:00 a.m. to 5:00 p.m. ASU, at its option, may request callback or normal service within the scope of this RFP at no additional cost during those hours. Emergency callback service requested prior to 4:00 p.m. but answered after 5:00 p.m. shall be considered a regular one-hour callback; after which it shall be in accordance with Section V, Paragraph 7.E.
- B. Contractor shall provide unlimited 24/7 Callback coverage under the following conditions at no additional charge to ASU:
 - I. Passenger Entrapments;
 - II. Single Elevatored buildings;
 - III. Group Failures;
 - IV. More Than one (1) car in a Single Group or Single Elevatored Building are out of Service;
 - V. Keys in Pit;
 - VI. Safety Issue;
 - VII. High Callback Units as defined in Section V, Paragraph 11.D.

- C. If ASU requests service on any elevator during regular hours identified in Section V, Paragraph 7.A. and that elevator is found to be running on arrival, there will be no additional charge to ASU. If the request is made outside of the regular hours identified in Section V, Paragraph 7.A. and the elevator is found to be running on arrival, ASU shall pay only the difference between the applicable regular time and overtime rates, indicated in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing, for the hours expended onsite including reasonable travel time from portal to portal which shall not exceed one (1) hour. This request shall be treated as any other service call to determine if the elevator is operating properly. The University shall make every attempt to verify that the elevator is in fact out of service, before the Contractor is called to the site.
- D. Response Time for Callback Service:
- I. During regular time hours identified in Section V, Paragraph 7.A. Contractor shall arrive at Property within Twenty (20) minutes for the Tempe Campus and Sixty (60) minutes on average for all other Campuses from time of notification of equipment problem or failure by ASU. For Callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician verses the actual arrival time of the technician to the end of the regular time work day identified in Section V, Paragraph 7.A. shall not be billed at overtime rates.
 - II. During the regular time hours identified in Section V, Paragraph 7.A., Contractor shall arrive at Property in response to passenger entrapment calls within Twenty (20) minutes for the Tempe Campus and Thirty (30) minutes on average for all other Campuses from time of notification by ASU.
 - III. After regular time hours identified in Section V, Paragraph 7.A. Contractor shall arrive at Property within 90 minutes on average from time of notification of equipment problem or failure by ASU. For callbacks placed during regular time hours identified in Section V, Paragraph 7.A., in which Contractor fails to respond in the allotted (20) Twenty or (60) Sixty minutes response times respectively; the portion of work that could have been accomplished from the required arrival time of technician verses the actual arrival time of the technician to the end of the regular time work day identified in Section V, Paragraph 7.A. shall not be billed at overtime rates, i.e. a call placed at 3:00 PM with a 5:00 PM actual arrival time the first hour shall not be billable.
 - IV. After regular time hours identified in Section V, Paragraph 7.A., Contractor shall arrive at Property in response to passenger entrapment calls within 60 minutes on average from time of notification by ASU for all campuses.
- E. If additional work within the scope of this RFP is requested after the regular time hours identified in Section V, Paragraph 7.A., ASU shall pay only the difference between the applicable regular time and overtime rates indicated in Appendix A - Equipment ID, Schedule, Performance Requirements, and Pricing for the hours expended onsite including reasonable travel time from portal to portal which shall not exceed one (1) hour. Hours expended onsite associated with calls placed after the regular time hours identified in Section V, Paragraph 7.A., shall not exceed 1- ½ hours without the prior authorization from ASU. Failure by the Contractor to adhere to this requirement will automatically negate Contractors claim for additional payment for actual hours expended beyond the 1- ½ hour limit.
- F. If additional work beyond the scope of work enumerated in this RFP is requested during regular time hours identified in Section V, Paragraph 7.A., ASU shall pay the applicable regular time hourly rates indicated in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing

for the actual hours expended, including reasonable travel time from portal to portal which shall not exceed One (1) hour. Hours expended onsite associated with calls placed during the regular time hours identified in Section V, Paragraph 7.A. but beyond the scope of work enumerated in this RFP, shall be approved by the primary point of contact for each campus prior to the performance of any additional work. Failure by the Contractor to adhere to this requirement will automatically negate Contractors claim for additional payment for actual hours expended.

All work performed during regular hours beyond the scope of the work enumerated within this RFP as it pertains to the Tempe Campus specifically shall be performed by technicians other than those assigned permanently to the account as their onsite personnel. Failure to comply with this requirement shall render all claims for additional billings null and void.

- G. If additional work beyond the scope of work enumerated in this RFP is requested during hours outside of that identified in Section V, Paragraph 7.A., ASU shall pay the applicable overtime hourly rates indicated in Appendix A - Equipment ID, Schedule, Performance Requirements, and Pricing for the actual hours expended onsite including reasonable travel time from portal to portal which shall not exceed One (1) hour. Hours expended onsite associated with calls placed outside the hours identified in Section V, Paragraph 7.A., shall not exceed 1-1/2 hours without prior authorization from ASU. Failure by the Contractor to adhere to this requirement will automatically negate Contractors claim for additional payment for actual hours expended beyond the 1- ½ hour limit. All work outside the scope of this RFP shall be approved by the primary point of contact for each campus.
- H. If any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit shall be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs and reasonable unforeseen condition as determined solely by ASU.
- I. Contractor shall utilize its best efforts during peak passenger traffic times, to minimize its maintenance activities to those which will allow for the elevators to remain in operational service minimizing disruption to the student body and faculty, without relevant loss to providing proactive and predictive maintenance services as required under this RFP.

8. MINIMUM MAINTENANCE HOURS AND PROCEDURES

- A. Contractor agrees to furnish maintenance personnel for specified minimum hours per week, month, quarterly, or annually for onsite, routine, regular preventive maintenance as detailed below. Maintenance hours shall be exclusive of all Callbacks (excluding Tempe Campus), travel time, major repairs and (5) Five-year testing.
- B. Staffing: Contractor shall provide adequate and dedicated personnel suitable to ASU, for preventative maintenance based on the required maintenance hours detailed below. During vacation periods, Doctor's Appointments or any other form of absence, an alternate mechanic, suitable to ASU, shall be assigned for maintenance. These hours shall not include time expended for callbacks (excluding Tempe Campus), major repair work, (5) Five-year tests and or billable work. Time spent assisting ASU in performing tests of Firefighter's Emergency Operation devices or Standby Power Operation, and time spent accompanying ASU, State Inspectors or their third-party in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.

Contractor shall supply sufficient repair crews at all times to support the specified key performance indicators as it relates specifically to accrued repair hours, unscheduled units down for repair and pending unit repairs.

Contractor shall provide total number of repair crews, overnight technicians, route mechanics, number of units maintained by each route mechanic, and approach to repairs.

C. TEMPE CAMPUS – Onsite Staffing Requirements

Contractor shall provide adequate onsite staffing, all supplies, materials, parts, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including cleaning, lubrication, adjusting, parts replacement, repair, callback service and testing. All work shall be in conformity with highest elevator industry standards and best practices, applicable laws, and all expressed and implied provisions of this RFP for the complete vertical transportation systems detailed in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing, entitled “Tempe, Campus”.

Provide Two (2) dedicated onsite elevator mechanics during ASU’s standard hours of operation which is Monday through Friday, excluding ASU’s Holidays, from 7:00 A.M. to 5:00 p.m. at ASU’s Tempe Campus for this sole purpose of proactive and preventative maintenance services hereunder. Contractor shall also adhere to ASU’s published paid holiday schedule and not that of the Contractor’s Union Holiday schedule. ASU shall not be charged for overtime hours for the Contractor’s paid Union Holiday’s, when it differs from that of ASU’s. Sufficient manpower will be required to meet the requirements of this RFP, which includes preventative maintenance, emergency service and response to callbacks for all elevators during ASU’s normal business hours.

The onsite staffing personnel will not be called off ASU’s Tempe Campus during normal business hours, Monday through Friday, from 7:00 A.M. to 5:00 p.m. without prior knowledge and consent of ASU. In addition, the Contractor onsite staffing shall not be assigned to billable repairs, billable callbacks, elevator upgrades, new installations or modernizations of ASU’s elevator systems, which shall be covered by a separate RFP and agreement, and performed by that awarded Contractor . All covered Major Repairs or 5-year tests shall be performed by Contractor personnel other than those permanently assigned to being onsite. Minor Repair as defined within this RFP and covered may be performed by the assigned onsite personnel. Tempe Campus onsite staffing will not be used to respond to service calls at the Polytechnic, West, Downtown Campuses or any other Non-ASU location during normal business hours without the prior consent of the ASU.

Contractor shall Provide Alternate pricing in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing for consideration by ASU for (1) One additional Elevator Apprentice as required in the bidder’s breakout which would be assigned permanently to the Tempe Campus. Apprentice shall be a minimum of a 3rd year.

D. DOWNTOWN PHOENIX CAMPUS – Route Staffing Requirements

Contractor shall provide adequate route staffing, all supplies, materials, parts, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including cleaning, lubrication, adjusting, replacement parts, repair, callback service and testing. All work shall be in conformity with highest elevator industry and best practices, applicable laws, and all expressed and implied provisions of this RFP for the complete vertical transportation systems detailed in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing, entitled “Downtown Phoenix, Campus”.

Provide minimum of Twelve (12) elevator mechanics hours per week during ASU’s standard hours of operation which is Monday through Friday, excluding ASU’s Holidays, from 7:00 A.M. to 5:00 p.m. at ASU’s Downtown Phoenix Campus for this sole purpose of proactive and preventative maintenance services hereunder. Contractor shall also adhere to ASU’s published paid holiday schedule and not that of the Contractor’s Union Holiday schedule. ASU shall not be charged for overtime hours for the Contractor’s paid Union Holiday’s, when it differs from that of ASU’s. Sufficient manpower will be required to meet the requirements of this RFP, which includes preventative maintenance, emergency service and response to callbacks for all elevators during ASU’s normal business hours. All hours spent on Callbacks, repairs and testing other than annuals shall not be considered as part of the minimum hour requirements specified.

E. WEST CAMPUS – Route Staffing Requirements

Contractor shall provide adequate route staffing, all supplies, materials, parts, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including cleaning, lubrication, adjusting, replacement parts, repair, callback service and testing. All work shall be in conformity with highest elevator industry standards and best practices, applicable laws, and all expressed and implied provisions of this RFP for the complete vertical transportation systems detailed in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing, entitled “West, Campus”.

Provide minimum of Sixteen (16) elevator mechanics hours per month during ASU’s standard hours of operation which is Monday through Friday, excluding ASU’s Holidays, from 7:00 A.M. to 5:00 p.m. at ASU’s West Campus for this sole purpose of proactive and preventative maintenance services hereunder. Contractor shall also adhere to ASU’s published paid holiday schedule and not that of the Contractor’s Union Holiday schedule. ASU shall not be charged for overtime hours for the Contractor’s paid Union Holiday’s, when it differs from that of ASU’s. Sufficient manpower will be required to meet the requirements of this RFP, which includes preventative maintenance, emergency service and response to callbacks for all elevators during ASU’s normal business hours. All hours spent on callbacks, repairs and testing other than annuals shall not be considered as part of the minimum hour requirements specified.

F. POLYTECHNIC CAMPUS – Route Staffing Requirements

Contractor shall provide adequate route staffing, all supplies, materials, parts, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including cleaning, lubrication, adjusting, replacement parts, repair, callback service and testing. All work shall be in conformity with highest elevator industry standards and best practices, applicable laws,

and all expressed and implied provisions of this RFP for the complete vertical transportation systems detailed in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing, entitled “Polytechnic, Campus”.

Provide minimum of Fourteen (14) elevator mechanics hours per month during ASU’s standard hours of operation which is Monday through Friday, excluding ASU’s Holidays, from 7:00 A.M. to 5:00 p.m. at ASU’s Polytechnic Campus for this sole purpose of proactive and preventative maintenance services hereunder. Contractor shall also adhere to ASU’s published paid holiday schedule and not that of the Contractor’s Union Holiday schedule. ASU shall not be charged for overtime hours for the Contractor’s paid Union Holiday’s, when it differs from that of ASU’s. Sufficient manpower will be required to meet the requirements of this RFP, which includes preventative maintenance, emergency service and response to callbacks for all elevators during the ASU’s normal business hours. All hours spent on callbacks, repairs and testing other than annuals shall not be considered as part of the minimum hour requirements specified.

G. ASU reserves the right to add or delete awarded locations and units at any time.

9. CONTRACTOR’S EMPLOYEES

- A. Contractor shall have sole responsibility for the means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by the designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are performed properly. Contractor shall designate its Supervisor and inform ASU of the person responsible for execution of Service, and Supervisor shall have the authority to act as Contractor’s agent. Supervisor shall notify ASU of site inspection and provide ASU with both a daily verbal summary of finds followed by a written summary of all findings within Five (5) working days after completion of site review.
- C. Contractor agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Contractor agrees that all work shall be performed by, and under the supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by Contractor. Any and all employees performing work under this RFP shall be satisfactory to ASU. ASU shall be given at least thirty days’ notice prior to making changes to site-specific mechanic/employees.
- D. ASU shall have the first right of refusal for all technicians assigned to the account, which shall not be unreasonably withheld.
- E. If ASU, in their sole opinion, determines, for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated this RFP by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other Contractors, or Subcontractors’ then at Property, or that such actions or conduct is otherwise detrimental to ASU, then upon ASU’s notice, Contractor shall immediately provide qualified replacement persons.
- F. The Contractor’s employees shall not be given access to Contractor assigned badges or keys until Contractor has received ASU’s written acceptance of the subject employee’s background screening. ASU may, in its sole discretion, accept or reject any or all the employee’s proposed by

Contractor for performing work under this RFP. An employee rejected for work under this RFP shall not be proposed to perform work under any other ASU facilities without ASU's prior written approval.

Contractor's obligations and requirements that employees satisfy a background check as referenced in the agreement in Section XI shall continue throughout the entire term of an agreement. Contractor shall notify ASU immediately of any change to a background check of an employee previously approved by ASU. Contractor shall maintain all records and documents related to all background screenings and ASU reserves the right to audit Contractor's compliance with this Section.

G. Contractor and each Subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

H. Contractor's Employees Shall:

- I. Upon arrival and departure all Contractor employees must register in the log maintained at each of ASU's campus locations with each Primary Contact. In addition, ASU shall require Contractor's employees to check in with designated campus primary point of contact each time they enter the site, see Appendix H – Sample Callback Log
 - II. Site log book shall indicate the name of person or persons, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure.
 - III. When departing the property, Contractor's personnel shall sign the site log book indicating as listed above under item H. II, as well as, check out with campus primary point of contact.
 - IV. In addition, Contractor's employees who perform billable work shall leave signed time tickets after each visit when leaving the property.
 - V. Billable callback and/or claims for vandalism, misuse and equipment abuse. ASU must be given the opportunity to first visually verify alleged billable calls prior to the work being performed with a signed time ticket. At ASU's discretion, after hour alleged billable calls can be verified with photographs taken in such a manner to clearly indicate and substantiate the claim. Failure to comply with this requirement may in the sole opinion of the ASU negate any requirement for subsequent payment.
 - VI. Units left out of service longer than (4) Four hours or overnight, shall be properly communicated to each campus primary point of contact. All nuisance callbacks both during and after hours associated with the Contractors failure to properly communicate units left out of service shall not be billable. Likewise, all nuisance callbacks after hours associated with the Contractors subsequent compliance with ASU's request to properly communicate units left out of service shall be billable to ASU.
 - VII. When an elevator is out of service a professional quality 8 1/2" x 11" minimum magnetic sign and a barricade must be placed in plain sight on each floor the elevator services noting "Out of Service".
 - VIII. ASU may elect to have entries via a manual or electronic log device provided to ASU per ASME 17.1 code
- I. If the hours expended fall below those required (excluding Tempe Campus) on a three-month rolling average basis ASU shall have the right to require the shortfall in hours of work to be made

up on a schedule of work acceptable to ASU or applicable credit as indicated in Appendix B - Key Performance Indicators and Penalties.

- J. Weekly, Contractor shall meet with ASU. The scope of this meeting shall include:
 - I. A review of the previous weeks' callbacks
 - II. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of elevators from service
 - III. A review of any reported complaints
 - IV. Such other elevator-related items as may be appropriate
 - V. A review of onsite spare equipment or parts for the elevators
 - VI. A review of maintenance hours expended by site for the month
 - VII. A review of open invoicing in question
 - VIII. Contractor shall provide a graphical rolling average monthly list of callbacks, mean time between callbacks, equipment availability, entrapments, response times, cars down for repairs, pending repairs, safety test compliance and reporting for review by ASU prior to the weekly meetings and in direct support of the Appendix B - Key Performance Indicators and Penalties.
 - IX. A report will be included clearly identifying any unit requiring oils to be added to the system indicating the quantities of oil being added and the identified source of the loss. Abnormal loss and or unexplainable loss shall be reported to ASU immediately.
- K. Overtime travel in response to any callback shall be billed as the difference between regular time and overtime travel. There shall be a maximum of (1) One hour per round trip allowed for travel for any overtime callback. The cost for this overtime travel shall be calculated and identified as a flat rate in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing.

10. SCHEDULING OF WORK

- A. Within thirty days of receipt of a fully executed copy of this contract, Contractor shall prepare and submit a schedule of repairs, tests, or other work that will require a shutdown of one or more elevators for each campus by elevator. Once approved, this schedule may not be altered without prior written approval from ASU for each campus.
- B. The preventative maintenance schedule, as prepared by the Contractor, shall show ASU campus site (Tempe, Polytechnic, West or Downtown Center), building name, elevator manufacturer, Arizona State elevator serial numbers, model number (s), examination frequency, examination hours, nature of the work, elevator involved, anticipated days and be keyed to a preventative maintenance schedule prepared for the specific equipment, location, age, condition, environment covered by this specification and as required by ASME A17.1, Section 8.6. Subsequently, this schedule shall be updated weekly prior to the meeting referenced in Section V, Paragraph 9.J.

11. ELEVATOR CALLBACK FREQUENCY

- A. Callback frequency for the elevators covered under this RFP shall be subject to the provisions of this RFP.
- B. Total callbacks for any individual singular elevator shall not be more than .33 callbacks per unit, per month, per month based on a 3-month rolling average, as indicated in Appendix B – Key

Performance Indicators and Penalties. Units whose callbacks exceed that indicated in Appendix B – Key Performance Indicators and Penalties shall be considered “High Callback or Rebel” units and a formal action plan shall be enacted within the MCP to address callbacks relevant to each unit individually. Callbacks shall be calculated individually by unit utilizing the following formula; $X = \text{Current Unit monthly calls}$, $Y = \text{Calls to the same Units prior consecutive two-month period}$, $(X + Y) \div 3 = \text{Quarterly Callback Rolling Unit Average}$.

- C. Callbacks due to vandalism or misuse of the equipment shall be excluded. Claims for misuse, vandalism and abuse shall be clearly documented. Contractor shall notify the client of any such potential claim and allow ASU the opportunity to first visually see the alleged issue and it shall be acknowledged on the Contractors ticket with signature. Additionally, if the primary point of contact is not available, issues shall be documented with photographs, reports, etc. Absence of the aforementioned requirement shall nullify the claim and subsequent charges accordingly.
- D. Any elevator which has incurred more than (3) three callbacks within a (3) three-month period shall be considered a high callback unit. High callback units shall include (24) twenty-four hour callbacks, (7) seven days a week at no additional charge to ASU until that specific high callback unit has gone a minimum of (3) three consecutive months callback free.

12. PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the following minimum performance requirements for the geared, and hydraulic elevators designated in tables located in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing:

- A. Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center opening doors or 1/2 open for side opening doors, per Appendix A. Times shown are ± 0.2 seconds.
- B. Door opening times are measured in seconds from start of car door open until doors are fully open, per Appendix A. Times shown are ± 0.1 seconds.
- C. Door closing times are measured in seconds from start of door close to doors fully closed and shall be no less than the times shown per above schedule or those permitted by code. Times shown are ± 0.1 seconds. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
- D. Stopping accuracy shall be measured under all load conditions and maintained $\pm \frac{1}{4}$ ".
- E. Variance from rated speed, regardless of load, shall not exceed the following:
 - 3% for closed loop equipment
 - 5% for open loop equipment
 - $\pm 10\%$ for hydraulic equipment, full load
 - +10% up/-20% down, no load, for hydraulic equipment

- F. Door opening, and closing shall be smooth and quiet, with smooth checking at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.
- G. Acceleration and deceleration shall be smooth, with no noticeable “steps” or bumps to increase or reduce speed, and no objectionable vibrations.
- H. Elevator cars shall travel smoothly and quietly through the hoistways.
- I. Performance requirements indicated are minimum standards and are not the sole criteria for judging the Contractor’s performance.
- J. Car Ride Quality and Noise: All elevators shall be maintained and adjusted to meet the performance requirements per the original specifications for each property and within the following parameters:
 - I. Horizontal acceleration within the cars during all riding and door operating conditions shall not exceed 20 mg peak to peak for geared elevators, in the 1-10 Hz range. Measurement Criteria: ISO 8041, peak -to-peak vs. A95 standard.
 - II. Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
 - III. Sustained jerk shall not exceed 6 feet/second³.
 - IV. Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dBA under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets, platforms, cab walls, or car guides unless it is mutually determined by Contractor and ASU that such sounds are attributable to the design of the equipment (provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this RFP or a related RFP).

13. REMOVAL OF UNITS FROM SERVICE

- A. Removal of elevators from service during peak hours shall be coordinated with and approved by ASU. Removal of elevators for routine maintenance during buildings off-peak hours is expected, but notification to and coordination with ASU shall be provided.
- B. If a unit cannot be repaired in the same day and will be available for public use overnight, the primary point of contact shall be notified immediately the same day.

14. ASU’S RIGHT TO INSPECT AND REQUIRE WORK

- A. ASU reserves the right to make inspections and tests whenever it deems necessary to ascertain that the requirements of this RFP are being fulfilled. The Contractor agrees to furnish personnel to accompany ASU during such inspections. Deficiencies noted shall be submitted in writing to the Contractor. The Contractor shall, promptly (within ten days unless otherwise agreed), correct deficiencies covered under this RFP at its sole expense.
- B. If Contractor fails to perform the work required by this RFP in a diligent and satisfactory manner, ASU, after ten days’ written notice to Contractor listing the deficiencies or failures to perform, may

perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it shall reimburse ASU for any expense incurred thereto, or ASU, at its election, may deduct such expenses from any sum owed to Contractor. Any individual waiver granted by ASU of a singular material breach of any one individual provision of this RFP by Contractor shall not be construed as a subsequent waiver of either the same provision or any other subsequent provisional breaches by Contractor, nor to be construed as precedent setting in nature.

15.REMOVAL OF PARTS

No parts or components required for the performance of Services on the vertical transportation systems or units ,or required for its operation, may be removed from the site without written approval from ASU. This does not include renewal parts stocked on the job by Contractor but does include parts and components that were installed with and are a part of the elevator installation, and parts delivered to the property and paid for by ASU, which shall remain its sole property until installed on the equipment.

16. PROPRIETARY EQUIPMENT AND MODIFICATIONS

All modifications including parts, manuals, tooling for diagnostics, repairs and material shall be made available to ASU including proprietary parts and materials manufactured and or used, if approved by ASU. If the contractor or manufacturer will not make proprietary parts and material manufactured available to ASU, no proprietary equipment or modifications will be allowed.

17. MACHINE ROOMS

- A. Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted.
- B. Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.

18. WIRING DIAGRAMS

- A. Wiring diagrams shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Contractor if damaged or unreadable.
- B. For each elevator, Contractor shall maintain Property's complete set of straight-line wiring diagrams, showing "As-Built" conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third-party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. ASU may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this set of drawings or books in the event that the Contract is terminated, or if ASU's set of drawings or manuals cannot be located at that time.

- C. For equipment where ASU has no wiring diagrams, the contractor shall supply wiring diagrams at no cost to ASU, sufficient for them to perform the required maintenance and troubleshooting on all elevator equipment.

19. MAINTENANCE CONTROL PROGRAM

- A. Contractor shall submit a written Maintenance Control Program (MCP), see Appendix F – Contractor’s Preventive Maintenance Schedule and Maintenance Control Program, specifically designed for ASU’s equipment and defining its planned preventive maintenance procedures to facilitate this RFP’s Intent and Specifications/Scope of Work for all equipment included under this RFP, in compliance with the more stringent requirement of ASME A17.1 2016, or the Authority Having Jurisdiction (AHJ) Code in effect. Instructions for locating this written program shall be posted on the controller cabinets, at least one per elevator, as required by ASME A17.1 2016. Routine maintenance procedures shall include any unique or product-specific procedures or methods required to inspect or test the equipment, including statutory and other required equipment tests, see Appendix E – Code-Mandated Tests. In addition, the MCP shall identify required weekly, bi-weekly, monthly, quarterly, annual, or other maintenance frequencies. ASU will approve the Contractor’s preventive maintenance schedule, including the Maintenance Control Program.,
- B. Contractor shall maintain preventive maintenance history, call history, repair history and testing history in accordance with the accepted MCP. A manual entry log, see Appendix G – Sample Maintenance Log, of the required history shall be maintained within the machine room for each elevator and available at all times to both ASU and AHJ. In addition to the manual log, all applicable data shall be stored offsite and accessible to ASU at all times via an ethernet based client portal. ASU shall be capable of downloading raw data into an editable Microsoft workbook and or printable hard copy format at all times. Electronic data or printable hard copy shall include at a minimum, all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor’s inspections. All individual entries shall include date work is completed, Mechanic’s or Supervisor’s name, brief description of work completed, including building, state ID, unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from property.
- C. The Contractor shall keep and maintain oil usage and oil loss records on all elevators in the machine rooms which shall be available to both ASU and (AHJ) at all times. Abnormal loss or unexplainable loss shall be just cause to shut the unit down immediately and Contractor shall report its findings to ASU immediately verbally and followed up as soon as possible in writing.

20. SPECIAL CONDITIONS

- A. Key Performance Requirements: Equipment must be maintained to perform in compliance with the following standards, as detailed in Appendix B - Key Performance Indicators and Penalties. Contractor will be held to Key Performance Indicators required on a quarterly basis to the Elevator Contract Administrator:
 - I. Callback frequency
 - II. Callback response time
 - III. Mean time between callbacks

- IV. Availability
 - V. Maintenance actions
 - VI. Annual repair time accrued
 - VII. Down Units
 - VIII. Scheduled and Unscheduled Repairs
 - IX. Testing Compliance
 - X. Reporting
 - XI. Minimum Hours
- B. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's sole expense and approved by ASU prior to installation.
- C. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand-held devices purchased by ASU, shall be maintained and upgraded by Contractor during the term of the contract and shall remain ASU's property at the expiration or cancellation of the contract.
- D. Annual State inspection fees with regard to certificates of operation for the equipment covered by this RFP shall be paid for by ASU. Fees for subsequent re-inspection or fines due to Contractor's failure to expeditiously eliminate deficiencies or fully comply with Covered Services shall be paid by Contractor.
- E. ASU may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from ASU. Contractor agrees:
- I. To treat, and to obligate Contractor's employees, Subcontractors and suppliers to treat as confidential all such information whether or not identified by ASU as confidential.
 - II. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of ASU to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining ASU's written approval, except to the extent necessary in connection with performing Services or when required by law.
- F. Contractor shall not, in the course of performance of this RFP, or thereafter, use or permit the use of ASU's name or the name of any affiliate of ASU, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of ASU, as applicable.
- G. Contract shall promptly respond to all ASU requests for service related proposals and capital planners within the following time frames:
- I. Emergency Repair Proposals (24) Twenty-Four Hours
 - II. Routine Repair Proposals (40) Forty Hours
 - III. Capital Planners (80) Eighty Hours

21. INVOICING

- A. All fees are payable for all vertical transportation equipment as set forth in Appendix A. Contractor shall email invoices detailing the fees in Appendix A and other charges to ASU by the 20th day of each month to:

- I. Invoices must be emailed to following contacts at ASU:
 - a. Tempe must be emailed to the attention of Daniel Acevedo, Elevator Contract Administrator at Daniel.Acevedo.1@asu.edu
 - b. Poly Campus must be emailed to the attention of Tom Lyons, Director Facilities Management at Tom.Lyons@asu.edu
 - c. West Campus must be emailed to the attention of Robert Johnson, Facilities Management at Robert.E.Johnson@asu.edu
 - d. Downtown Campus must be emailed to the attention of Phillip Schaefer, Facilities Management at Phillip.Schaefer@asu.edu
- II. Invoice Content.
 - a. All Invoices must contain the following:
 - i. Project Number
 - ii. Project Name
 - iii. ASU's Primary Contact Name
 - iv. Contractor Name
 - v. Contractor Number
 - vi. Invoice Number
 - b. Monthly maintenance invoices must also contain the following:
 - i. Location Name
 - ii. Location Address
 - iii. PO Number (if applicable)
 - iv. Invoice Number
 - c. Other invoices, not pertaining to monthly maintenance, must include the following:
 - i. Travel time clearly identified and a separate line item on technician's time sheet
 - ii. Site arrival time and departure time clearly identified on technician's time sheet
 - iii. Service call and work description clearly identified on technician's time sheet
 - iv. Billable material cost backup
 - v. Travel expenses/surcharges will not be allowed. Contractor must consider all associated expenses and costs which shall be included in the hourly rates provided in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing.
 - vi. Contractor's invoice must include clear and concise detail of service call and work complete
 - vii. Contractor's invoice must include clear and concise detail of fixed travel fees billed in accordance with Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing
 - viii. Contractor's invoice must include clear and concise detail of time on job and hourly rate utilized

SECTION VI – SUSTAINABLE PURCHASING

ASU Purchasing and Business Services, in conjunction with University Sustainability Practices, has implemented [Sustainable Purchasing Guidelines](#) for procuring products and services that support and advance [ASU's Sustainability Goals](#). For the purpose of evaluating Sustainability the following description applies: A process of current or developing business practices and technologies that restore and enhance the environment by supplying products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service.

Sustainability is an important goal for the University, and as such, we expect our suppliers to help us support this goal. Proposer shall complete and include the Sustainability Questionnaire in its proposal. The Supplier Sustainability Questionnaire is used to evaluate the Supplier's Sustainability Efforts included in the Evaluation Criteria (Section VIII).

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. CONTRACTOR’S REQUIRED QUALIFICATIONS

- A. Contractor shall provide evidence of having been in operation a minimum of (10) Ten years’ experience. The offeror’s normal business activity during the past 5 years will have been for providing complete Elevator and Escalator Maintenance Services as identified with this RFP.
- B. Contractor shall provide evidence of professional expertise in performance of Specifications/Statement of Work.
- C. Contractor shall provide three (3) customer references, from comparable institutions, for similar products or services specified in this RFP, including names, telephone numbers and email addresses of the contacts.
- D. Contractor shall submit a company profile that includes resumes, certifications and/or licenses of key personnel and potential campus assignments. Recommended personnel shall have a minimum of 10 years’ experience as an elevator mechanic and be well versed on all diverse types of equipment and manufacturers.
- E. Contractor shall provide evidence of background check process. Background checks by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the background checks as required in the agreement, are necessary to preserve and protect public health, safety and welfare.
- F. Contractor shall provide sample of invoice as per the requirements in Section V.

SECTION VIII – EVALUATION CRITERIA

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

1. Response to Section V – Specifications/Scope of Work (35%)
2. Response to Section VII – Proposer Qualifications (30%)
3. Response to Section IX – Pricing Schedule (25%)
4. Response to Section VI – Sustainable Purchasing – Supplier Sustainability Questionnaire (10%)
5. Response to Section XI - Acknowledgement and acceptance of ASU Terms and 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. Any additional costs, fees, and expenses must be detailed in the proposer's proposal. Any additional expenses, not explicitly stated, will not be honored by ASU unless negotiated and agreed upon prior to the start of additional work.

A detailed pricing schedule is included in Appendix A – Equipment ID, Schedule, Performance Requirements, and Pricing and must be completed and submitted with proposal.

SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

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

- **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal; and
- **One (1) “single”** continuous electronic copy (**flash drive only**), PC readable, labeled and no passwords.
- Any confidential and/or proprietary documents must be on a separate flash drive and labeled appropriately.
- Proposer must check all flash drives before submitting. Company marketing materials should not be included unless the Request for Proposal specifically requests them. All photos must be compressed to small size formats.

Content of Submittal

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

1. Mandatory Certifications per Section XII
2. Section V Specifications/Scope of Work
3. Section VII Proposer Qualifications
4. Section IX Pricing Schedule
5. Section VI – Sustainable Purchasing– Supplier Sustainability Questionnaire
6. Section XI - 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 – AGREEMENT - TERMS & CONDITIONS

Arizona State University RFP 231902 Elevator Maintenance Services Agreement

This Agreement is made between the Arizona Board of Regents for and on behalf of Arizona State University (ASU) and _____ (Supplier), effective as of _____ (the Effective Date). The Agreement will apply to the following: written offers, purchase orders, and other documents issued by ASU to Supplier for furnishing materials and services to ASU (the Services).

ASU issued a Request for Proposal 231902 for Elevator Maintenance Services. Supplier responded with its proposal. ASU and Supplier desire to enter into this non-exclusive Agreement for the purpose of Supplier providing ASU with Elevator Maintenance Services.

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

- 1. Engagement; Scope of Work.** ASU retains Supplier, as of the Effective Date, and Supplier accepts such engagement, to perform the Services as and when described on Exhibit A. Supplier will deliver all Services as and when described on Exhibit A.
- 2. Compensation.** ASU will pay Supplier for the Services as and when set forth in Exhibit B. Unless described with specificity on Exhibit B, Supplier will be solely responsible for all expenses it incurs in connection with Supplier's obligations under this Agreement. ASU will make all payments to Supplier in Supplier's legal name as set forth in the opening paragraph.
- 3. Term and Termination.**
 - a. The obligations of the parties will commence of the Effective Date and, unless sooner terminated, expire on the earlier of the date of acceptance of the Agreement by Supplier to the final delivery, acceptance, and payment of Services, or two (2) year(s) after the Effective Date (the Term). Following the initial Term, the Agreement may be extended for additional one (1) year periods by mutual written agreement. The Term will not exceed five (5) years.
 - b. ASU may terminate the Agreement, in whole or in part, with or without cause, upon thirty (30) days written notice to Supplier. Subject to the provision of any Transition Services (as defined below), upon termination, Supplier will refund to ASU all prepaid amounts for Services not delivered or performed. If the Agreement is terminated pursuant to this section, subject to the provision of any Transition Services, ASU will pay Supplier, as full compensation under the Agreement: (1) the portion of the Services delivered or performed and accepted prior to the termination based on the unit prices in the Agreement, or, if no unit prices are provided, the pro rata amount of the total order price based on the amount delivered or performed; and (2) a reasonable amount, not otherwise recoverable from other sources by Supplier, and as approved by ASU, with respect to the undelivered, unperformed, or unacceptable portion of the Services. In no event will compensation paid previously under the Agreement together with compensation paid under this section exceed the total Agreement price.
 - c. ASU may terminate the Agreement, in whole or in part, if Supplier defaults on any of its obligations in the Agreement and fails to cure such default within seven (7) days after receiving notice of

default from ASU. In the event of such a default, ASU may procure the Services from other sources and Supplier will be liable to ASU for any excess costs ASU incurs.

- d. ASU may terminate the Agreement at any time if Supplier files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Supplier and not discharged within thirty (30) days; or if Supplier becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement to any bankruptcy law; or if a receiver is appointed for Supplier or its business.
 - e. Upon termination of the Agreement or termination of any Services (regardless of the reason for termination), the parties will work in good faith to transition the termination Services to ASU or its designees, with minimum interruption to ASU's business. At ASU's option, Supplier will continue to provide Services and will provide transition support at rates consistent with the terms of the Agreement for a period no longer than 180 days following the termination date (the Transition Period). Supplier will provide the post-termination Services (the Transition Services) at least at the same levels of quality and timeliness of performance as Services were provided prior to termination, in a professional manner, with high quality, and in accordance with industry standards. The parties may, by written agreement, modify the Transition Services to be provided and the length of the Transition Period.
4. **Independent Contractor.** Supplier is an independent contractor. Neither Supplier nor any of Supplier's owners, officers, directors, managers, members, employees, agents, contractors, or subcontractors (collectively, with Supplier, the Supplier Parties) will be employees, agents, partners, or joint venturers of ASU. None of the Supplier Parties will be eligible for any benefits from ASU, including worker's compensation coverage, nor will ASU make deductions from any amounts payable to Supplier for taxes. Taxes for any amounts paid to Supplier will be Supplier's sole responsibility. Supplier is responsible to ASU for the compliance with this Agreement by the Supplier Parties.
 5. **Hours; Business Operations.** Supplier will determine Supplier's hours of work. ASU will not combine the business operations of ASU with Supplier; these operations will be maintained separately. Supplier will provide all tools, equipment, and supplies Supplier determines to be necessary to perform the Services, and Supplier will obtain and maintain in full force and effect all business registrations or licenses required to perform the Services.
 6. **Supervision.** Supplier 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 Agreement lies solely with Supplier, and ASU is interested only in final results.
 7. **Records and Reports.** Supplier will provide interim written reports concerning the performance of the Services as and when ASU may request. Upon termination of the Term, Supplier will, if requested by ASU, provide a final written report regarding the Services.
 8. **Nondisclosure and Trade Secrets.** Supplier may receive (or has received) from ASU and otherwise be exposed to confidential and proprietary information relating to ASU's business practices, strategies, and technologies, ASU Data (as defined below), as well as confidential information of ASU necessary to perform and/or provide the Services (collectively, ASU Confidential Information). ASU Confidential Information may include, but is not limited to, confidential and proprietary information supplied to

Supplier with the legend “ASU Confidential and Proprietary,” or other designations of confidentiality. As between Supplier and ASU, the ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Accordingly, Supplier will not reproduce or otherwise use any of the ASU Confidential Information except in the performance or provision of the Services, and will not disclose any of the ASU Confidential Information in any form to any third party, either during or after the Term, except with ASU’s prior written consent. Upon termination of the Agreement, Supplier will cease using, and will return to ASU, all original and all copies of the ASU Confidential Information, in all forms and media, in Supplier’s possession or under Supplier’s control. In addition, Supplier will not disclose or otherwise make available to ASU any confidential information of Supplier or received by Supplier from any third party.

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

- 9. Data Use, Ownership, and Privacy.** As between the parties, ASU will own, or retain all of its rights in, all data and information that ASU provides to Supplier, as well as all data and information managed by Supplier on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Agreement, even if generated by Supplier, as well as all data obtained or extracted through ASU’s or Supplier’s use of such data and information (collectively, ASU Data). ASU Data also includes all data and information provided directly to Supplier by ASU students and employees, and includes personal data, metadata, and user content.

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

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

- 10. Ownership and Assignment of Work Product.** All Intellectual Property that Supplier or any of the Supplier Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, specifically for or at the request of ASU in connection with the

Agreement (Contract IP), will be owned by ASU. To the extent any Contract IP is not considered work made for hire for ASU (or if ownership of all rights therein does not otherwise vest exclusively in ASU), Supplier hereby irrevocably assigns, and will cause the Supplier Parties to so assign, without further consideration, to ASU all right, title and interest in and to all Contract IP, including all copyright rights of ownership. Intellectual Property means all ASU Data, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Supplier will make full and prompt disclosure of the Contract IP to ASU. Supplier will, and will cause the Supplier Parties, as and when requested by ASU, do such acts, and sign such instruments to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU's expense, to cooperate with ASU in the protection and/or defense of the Contract IP.

11. Supplier's Intellectual Property Ownership Rights. Supplier will retain ownership of its pre-existing Intellectual Property, including any that may be incorporated into the Contract IP, provided that Supplier informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Supplier hereby grants to ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the course of performing under the Agreement.

12. Warranties. In addition to any implied warranties, Supplier warrants to ASU that: (1) the Services will be free from any defects in design, workmanship, materials, or labor; (2) all of the Services will be performed in a professional and workmanlike manner and in conformity with highest and best industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (3) Supplier will comply, and will be responsible for ensuring Supplier Parties comply with all applicable laws, rules, and regulations in the performance of the Agreement; (4) Supplier owns or has sufficient rights in the Services that they do not infringe upon or violate any Intellectual Property of any third parties, and are free and clear of any liens and encumbrances; (5) any data, code, or software developed or delivered by Supplier to ASU will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; (6) all sensitive data, personal data, and personally identifiable data, as those terms may be defined in applicable laws, rules and regulations (PII) provided by Supplier to ASU was obtained legally and Supplier has obtained all requisite permissions from the individuals whose PII is being provided for (a) Supplier to provide the PII to ASU, and (b) ASU to use the PII for the purposes and in the jurisdictions set forth in the Agreement; (7) the prices of Services in the Agreement are the lowest prices at which these or similar services are provided by the Supplier to similar customers. In the event of any price reduction between execution of the Agreement and delivery of the Services, ASU shall be entitled to such reduction; and (8) all Services delivered by Supplier will conform to the specifications, drawings, and descriptions set forth in the Agreement, and to the samples furnished by the Supplier, if any. In the event of a conflict among the specifications, drawings and description, the specifications will govern.

13. Indemnification by Supplier. Supplier will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnitee) for, from, and against any and all claims, actions,

liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligent or willful acts or omissions of Supplier, or any of its Supplier Parties; (ii) a breach of the Agreement; or (iii) failure to comply with any applicable law, rule, or regulation. Supplier will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

14. Responsibility. Each party is responsible for the negligent or willful acts or omissions of its employees and contractors when acting under such party's direction and supervision. ASU recognizes an obligation to pay attorneys' fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of the Agreement or any other document: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory in [PUR-202](#).

15. Indemnification and Liability Limitations. Because ASU is a public institution, any indemnification, liability limitation, releases or hold harmless provisions are limited as required by Arizona law, including Article 9, Sections 5 and 7 of the Arizona Constitution and Arizona Revised Statutes ([ARS](#)) §§ 35-154 and 41-621. ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.

16. Debarment and Suspension. Supplier represents and warrants that neither it nor any of its subcontractors supplying the Services have either directly or indirectly or through subcontractors, been suspended, debarred, or otherwise excluded from participation in or penalized by any federal or state procurement, non-procurement, or reimbursement program. Supplier affirms that it has confirmed the above statement by checking [The System for Award Management \(SAM\)](#) within 180 days prior to commencing work under the Agreement. Supplier will provide immediate written notice to ASU upon learning that it or any of its subcontractors are under any investigation or proposed action that could result in such exclusion, suspension, or debarment.

17. Notices. All notices and communications required or permitted under this Agreement will be in writing and will be given by personal delivery against receipt (including private courier such as FedEx), or certified U.S. Mail, return receipt requested. All notices and communications will be sent to the addresses below or such other addresses as the parties may specify in the same manner.

To ASU:
TITLE (do not use an individual name)
DEPARTMENT NAME
Arizona State University
Mailing Address:
PO Box _____
Tempe, AZ 85287-_____
Delivery Address:
(DEPARTMENT STREET ADDRESS)
Tempe, AZ 85287-_____

With a copy to:
Chief Procurement Officer
Purchasing and Business Services
Arizona State University
Mailing Address:
PO Box 875212
Tempe, AZ 85287-5212
Delivery Address:
1551 S. Rural Rd.
Tempe, AZ 85287

To Supplier:

With a copy to:

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 on the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

- 18. Nondiscrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).** These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 19. Conflict of Interest.** If within three (3) years after the execution of the Agreement, Supplier hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating the Agreement, then ASU may cancel the Agreement as provided in ARS § 38-511.
- 20. Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
- 21. Dispute Resolution.** If a dispute arises under the Agreement, the parties will exhaust all applicable administrative remedies provided for under [Arizona Board of Regents Policy 3-809](#).
- 22. Records.** To the extent required by ARS § 35-214, Supplier will retain all records relating to the Agreement. Supplier will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of the Agreement and for five (5) years after the completion of the Agreement. The records will be provided at Arizona State University in Tempe, Arizona, or another location designated by ASU on reasonable notice to Supplier.
- 23. Failure of Legislature to appropriate.** In accordance with ARS § 154, if ASU's performance under the Agreement depends on the appropriation of funds by the Arizona Legislature (Legislature), and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Supplier and cancel the Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
- 24. Weapons, Explosives, and Fireworks.** [ASU's Weapons, Explosives, and Fireworks Policy](#) prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated entities, in all ASU residential

facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by ASU's Police Chief or a designated representative. Supplier will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Supplier of this policy and Supplier will enforce this policy against all such persons and entities.

25. Confidentiality. ASU, as a public institution, is subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

26. Advertising, Publicity, Names, and Marks. Supplier will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding the Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

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

- a. Access Control. Control access to ASU's resources, including sensitive ASU Data, limiting access to legitimate business needs based on an individual's job-related assignment. Supplier will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and Supplier will make such information available to ASU for review, upon ASU's request.
- b. Incident Reporting. Report information security incidents immediately to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).
- c. Off Shore. Direct Services that may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for ASU, will be performed within the border of the United States. Unless stated otherwise in the Agreement, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers and to all ASU Data.
- d. Patch Management. Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon ASU's request.

- e. Encryption. All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.
- f. Notifications. Notify ASU immediately if Supplier receives any kind of subpoena for or involving ASU Data, if any third party requests ASU Data, or if Supplier has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at infosec@asu.edu, in addition to any other notice addresses in the Agreement.
- g. Security Reviews. Complete SOC2 Type II or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by ASU upon ASU's request. Currently, no more than two (2) reviews per year are required.
- h. Scanning and Penetration Tests. Perform periodic scans, including penetration test, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in the Agreement in accordance with industry standards and ASU standards (as documented in NIST 800-115 or equivalent). All web-based applications (e.g., HTTP/HTTPS accessible URLs, APIs, and web services) are required to have their own web application security scan and remediation plan. Supplier must correct weaknesses within a reasonable period of time, and Supplier must provide proof of testing to ASU upon ASU's request.
- i. ASU Rights. ASU reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.
- j. Secure Development. Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing new software versions. Supplier will provide internal standards and procedures to ASU for review upon ASU request.

28. Background Checks. Supplier will exclude from any direct participation in Supplier's performance under the Agreement, any unqualified persons. In addition, at the request of ASU, Supplier will, at Supplier's expense, conduct reference checks and employment, education, SSN trace, National Sex Offender Registry, and criminal history record checks (collectively, Screenings) on requested persons employed or contracted by Supplier to perform work under the Agreement. Supplier will maintain as part of the records Supplier is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Supplier will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.

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

- 30. Privacy; Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) and its implementing regulations ([FERPA](#)). Supplier will not require any ASU students or employees to waive any privacy rights (including FERPA or the European Union’s General Data Protection Regulation [[GDPR](#)]) as a condition for receipt of any educational services, and any attempt to do so will be void. Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If the Agreement requires or permits Supplier to access or release any student records, then, for purposes of the Agreement only, ASU designates Supplier as a “school official” for ASU under FERPA, as that term is used in FERPA. In addition, any access or disclosures of student educational records made by Supplier or any Supplier Parties must comply with ASU’s definition of legitimate educational purpose in [SSM 107-01](#). If Supplier violates the terms of this section, Supplier will immediately provide notice of the violation to ASU.
- 31. Academic Freedom and Accreditation.** ASU will maintain ultimate authority over all curriculum. Nothing in the Agreement will limit ASU’s academic freedom or require ASU to violate any of the policies, standards, and requirements of the Arizona Board of Regents or any accrediting entities.
- 32. Data Protection.** Supplier will ensure that all services undertaken pursuant to the Agreement are performed in compliance with applicable privacy and data protection laws, rules, and regulations. If Supplier will serve as a Processor of ASU Data that includes Personal Data of Data Subjects in the European Union, Supplier will cooperate with ASU to comply with the GDPR with respect to such Personal Data and Data Subjects. This includes ensuring that all Data Subjects have signed appropriate Consents, and signing and complying with all documents and agreements reasonably requested by ASU, including any data processing agreements. All capitalized terms in this section not otherwise defined in the Agreement are defined in the GDPR.
- 33. Title IX Obligation.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. [ASU’s Title IX Guidance](#) is available online. Supplier will: (i) comply with ASU’s Title IX Guidance; (ii) provide ASU’s Title IX Guidance to any Supplier Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Supplier Parties comply with ASU’s Title IX Guidance.
- 34. Authorized Presence Requirements.** As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Supplier warrants that it and its subcontractors comply fully with all applicable immigration laws, rules, and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.
- 35. Leased Employees.** Supplier will determine and inform ASU if any leased employees are retired members of the Arizona State Retirement System prior to the leased employee performing any work under this Agreement.

- 36. Outside Services; Notification.** Supplier is free to perform work for entities other than ASU as long as such services do not violate Supplier's obligations under this Agreement. Supplier authorizes ASU to notify any employers or clients of Supplier's obligations hereunder.
- 37. Construction.** Each party acknowledges that it has had the opportunity to participate in the drafting of, and to have its legal counsel review, this Agreement. Supplier is not relying on the advice or counsel of any individuals employed by ASU in entering into this Agreement. 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 Agreement.
- 38. Americans with Disabilities Act and Rehabilitation Act.** To the extent applicable, Supplier will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). All electronic and information technology and products and services to be used by ASU faculty, staff, students, program participants, or other ASU constituencies must be compliant with ADA Laws. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.
- 39. No Boycott of Israel.** As required by ARS § 35-393.01, Supplier certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the Term.
- 40. Governing Law and Venue.** The Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to the Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may now or hereafter have to venue or to convenience of forum.
- 41. Essence of Time.** Time will be of the essence as to matters contemplated by the Agreement.
- 42. Assignment.** Supplier may not transfer or assign the Agreement or any of Supplier's rights or obligations thereunder, either directly or indirectly, or by operation of law, without ASU's prior written consent, and any attempt to the contrary will be void.
- 43. Modifications.** The Agreement may be modified or rescinded only by a writing signed by both parties and their duly authorized agents.
- 44. Interpretation-Parol Evidence.** This Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement will not be relevant to determine the meaning of the Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.
- 45. Survival.** All provisions of the Agreement that anticipate performance after the termination of the Agreement, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Agreement.

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

**Arizona Board of Regents for and
on behalf of Arizona State University**

Supplier:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A – Statement of Work

Exhibit B - Compensation

Exhibit C – Insurance Requirements

EXHIBIT A – SCOPE OF WORK

This Statement of Work (SOW) is made in accordance with the Arizona State University RFP 231902 Elevator Maintenance Services Agreement between _____ (Supplier) and the Arizona Board of Regents for and on behalf of Arizona State University (ASU) effective _____ (the Agreement). To the extent any provision in this SOW conflicts with any provision of the Agreement, the provision of the Agreement will control.

EXHIBIT B - COMPENSATION

EXHIBIT C – INSURANCE REQUIREMENTS

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

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

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

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

• General Aggregate	\$10,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Contractual Liability	\$1,000,000
• Fire Legal Liability (only if Agreement is for leasing space)	\$50,000
• Each Occurrence	\$10,000,000

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

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

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

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

- Each Claim \$5,000,000
- Annual Aggregate \$5,000,000

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

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

B. Cancellation; Material Changes. Cancellation notices will be delivered to ASU in accordance with all policy provisions. Notices required in this Section must be sent directly to ASU Purchasing and Business Services, email Insurance.certificates@asu.edu or mail to PO Box 875212, Tempe, AZ, 85287-5212.

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

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

If requested by ASU, Supplier will furnish ASU with valid certificates of insurance. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and ASU may require complete, certified copies of policies at the time of notice of any loss or claim.

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

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

SECTION XII – MANDATORY CERTIFICATIONS

(Fillable PDF versions of mandatory certifications are at: <http://cfo.asu.edu/purchasing-forms>. ORIGINAL signatures are REQUIRED for either version.)

CONFLICT OF INTEREST CERTIFICATION

(Date)

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

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

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

(Email address)

(Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Responsibility Matters (April 2010)

(Date)

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) (check one) **Are** () or **are not** () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) (check one) **Have** () or **have not** (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) **Are** () or **are not** () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

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

(ii) The Offeror (check one) **has** () or **has not** (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) (a) “Principal”, for the purposes of this certification, means an officer, director, owner, partner or person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) The Offeror shall provide immediate written notice to the University if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the University may terminate the contract resulting from this solicitation for default.

(Email address)

(Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

(Federal Debarred List Continued)

ANTI-LOBBYING CERTIFICATION

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

(Date)

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the University; and

(3) Offeror will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(Email address)

(Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

Sustainability Questionnaire

Proposer shall complete and include the Sustainability Questionnaire in its proposal. The Supplier Sustainability Questionnaire is used to evaluate the Supplier's Sustainability Efforts included in the Evaluation Criteria (Section VIII).

(Fillable PDF version is located at: <https://www.asu.edu/purchasing/forms/Sustainability-Questionnaire-General.pdf>.)

Sustainability Questionnaire General Internal Practices

1. Does your firm have published sustainability goals and a plan?
- Yes
 - No

If yes, please provide the link:

2. Does your firm have published sustainability metrics?
- Yes
 - No

If yes, please provide the link:

3. ASU has a goal to achieve carbon neutrality by 2025 for Scope 1 and Scope 2 emissions. Scope 3 by 2035. Do you have a public carbon neutrality goal?
- Yes
 - No

If yes, please provide the link:

4. Has your firm conducted a greenhouse gas inventory?
- Yes
 - No

	Year	Qty (MTCDE)
Baseline		
Most Recent		
% Increase (decrease) vs baseline		%

Comments:

5. Has your firm taken measures to reduce emissions related to air and commuting travel?
- Yes
 - No

If yes, please provide examples:

6. ASU has a goal to divert 90% of its waste from landfills by 2025. Does your organization have a waste diversion goal?

- Yes
- No

If yes, please provide the link:

7. Does your firm track its solid waste?

- Yes
- No

If yes, please provide the following using units of tons or pounds as appropriate:

	Year	Recycled	Compost	Landfill
Baseline				
Most Recent				

Comments:

8. Has your firm taken measures to reduce printing and paper waste?

- Yes
- No

If yes, please provide examples:

9. ASU has a goal to reduce water use by 20% by 2022. Does your firm have a water reduction goal?

- Yes
- No

If yes, please provide the link:

10. Does your organization participate in and or support community service, not for profit organizations and inclusive community success?

- Yes
- No

If yes, please provide examples:

11. Has your firm developed measures to improve organizational diversity, inclusion and enhance employee engagement?

- Yes
- No

If yes, please provide examples:

12. Does your firm have any external ratings, certifications or awards related to diversity, inclusion and employee engagement such as GPTW, JUST, etc?

- Yes
- No

If yes, please provide the names of the ratings, certifications or awards and link:

13. Does your firm have any external sustainability certifications such as DJSI, GRI, GBB, Green C, Certified B Corporation, Green America, Green Plus, etc?

- Yes
- No

If yes, please provide the names of the certifications and links:

14. Has your firm committed to any goals created by an external organization related to climate change?

- Yes
- No

If yes, please provide the goals and links your firm has committed to:

15. Are there any other internal sustainability efforts you would like to mention?

- Yes
- No

If yes, please provide here:



All service providers are required to read and sign this ASU Service Provider Acknowledgement prior to performing work on ASU property. Failure by the service provider to comply with these requirements may result in termination of the contract with ASU.

Service Provider Acknowledgement

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

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

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

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

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

Service Provider Definition

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

General Site Information

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

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

Parking -- Park in specified areas only

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

Disclosure Of Asbestos, Lead And/Or Other Hazardous Materials

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

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

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

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

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

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

Tempe Campus Utility Tunnel System

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

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

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

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

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

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

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

Service Provider Name: _____

Street Address: _____

City, State Zip: _____

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

Name: _____

Title: _____

Employer Representative Signature

Date