



General Information and Selection Process

Design Professional (DP) Request for Qualifications (RFQ)

A. Background Information

ASU has developed a new model for the American research university, creating an institution committed to excellence, access and impact – the New American University. [ASU's charter](#), adopted in 2014, is the blueprint of that transformation.

For more information about Arizona State University, please visit our [website](#).

B. General Information

All responses to the Request for Qualifications (RFQ) will be done exclusively online through ASU's eSourcing tool the SunRISE/Jaggaer system and should follow the format and order described in ASU's eSourcing tool; this will allow a standard basis for evaluation. Failure to follow the instructions regarding format and order may result in rejection of your Proposal.

If the Proposer is a corporation or other legal entity, the Proposal must be signed by the legal name of the corporation followed by the name of the state of incorporation or organization and the legal signature of an officer or other person authorized to bind the corporation or other legal entity to a contract. ASU may reject any Statement of Qualifications if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFQ.

All formal inquiries or requests for significant or material clarification or interpretation, or notification to ASU of errors or omissions relating to this RFQ, must be directed through the Questions and Answer section within the SunRISE/Jaggaer electronic bidding portal.

1) Definition of "Proposer" and "Proposal"

Wherever the word "Proposer" is used in this RFQ, it shall mean each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities, submitting their qualifications under this RFQ. Wherever the word "Proposal" is used in this Request for Qualifications, it shall mean the Statement of Qualifications submitted by a Proposer.

2) License In Arizona

All Proposers must hold a current AZ business license. Design Professionals engaged in ASU design projects shall be licensed by the Board of Technical Registration in the State of Arizona for the types of design work or professional services included in the project.

3) Arizona Office

The successful Proposer will be required to establish an office, if one does not already exist, in the State of Arizona. Compliance with this requirement can be satisfied in either

of two ways.

- Before the Proposer submits a Proposal in response to this Request, it may associate with a firm having an office within the state of Arizona which shall be evidenced by a written association agreement and included with your RFQ response
- After a Proposer is selected and prior to execution of the Agreement, the Proposer shall have established an office in Arizona. An office within the state is evidenced by a mailing address, telephone number, payment of utilities, registration with the Corporation Commission, and possession of appropriate business licenses.

4) Acceptance of Contract Documents

RFQ forms and Agreement for this project include:

- Design Professional Agreement
- Design Professional General Information and Selection Process
- Design Professional Certifications and Forms

If selected as the Design Professional for this project, the Proposer agrees to execute the form of contract documents. The Proposer understands that any exceptions taken to the form of contract documents that are not accepted and/or approved by ASU may be a basis for rejection of the Proposer's Proposal as non-responsive. The Proposer also understands that ASU may make changes in the form of contract documents and that therefore the form of contract documents presented to the successful Proposer may be different from the form of contract documents referred to above, in which case the successful Proposer will be given the opportunity to review the changes.

The Request for Qualifications, any addenda to the RFQ issued by ASU, and the Proposal of the successful Proposer, are included in the contract documents.

ASU intends to enter into a Contract with one or more Proposers, whose Qualifications are considered to be in the best interests of ASU. However, ASU may terminate this RFQ process at any time up to Notice of Award, without prior notice, and without liability of any kind or amount. Further, ASU reserves the right to commence one or more subsequent RFQ processes seeking the same or similar products or services covered hereunder.

5) Team Approach

ASU intends to form a team (consisting of ASU as the owner, the DP, and the design professional's consultants) that will work well together in a cooperative and mutually supportive manner for the benefit of all the members of the team. The desire is a "team" or "win-win-win" arrangement. Team members will focus on this over-all objective and not on protecting their own individual interests. The following will be the team goal:

ASU has set the goal for the Project as completion of a quality Project meeting ASU's needs, within ASU's budget, within ASU's time schedule at a reasonable and appropriate cost to ASU and with a reasonable and appropriate fee for the design professional and each design professional consultant.

ASU considers a team approach to be a critical qualification for the DP. The team

approach may include a formal “partnering” arrangement.

The Proposal should display clearly and accurately the capability, knowledge, experience and capacity of the Proposer to meet the requirements of this RFQ.

6) Restriction on Communications

Proposers and members of their teams shall not communicate concerning this RFQ with the ASU Project Manager, Selection Committee members, students, or employees of ASU, except as stipulated in the RFQ. **Failure to abide by this requirement may result in rejection of the Proposer’s Proposal.**

PROPOSERS SHALL NOT SUBMIT OR COMMUNICATE IN ANY WAY TO ASU ANY INFORMATION ON FEES, PRICE (HOURLY RATES), MAN-HOURS OR ANY OTHER COST INFORMATION. ARIZONA LAW PROHIBITS ASU FROM CONSIDERING ANY INFORMATION ON FEES, PRICE (HOURLY RATES), MAN-HOURS OR ANY OTHER COST INFORMATION DURING THE REQUEST FOR QUALIFICATIONS. Accordingly, any Proposal that contains any information of this type will be deemed non-responsive, will not be considered. This exclusion of information applies to the Proposal, to any interview, and to all other aspects of the RFQ.

ASU may answer informal questions orally. ASU makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFQ. Proposer shall not be entitled to rely on any verbal response from ASU.

7) Delivery of Proposal in Response to this RFQ

See RFQ Statement of Qualifications Format and Contents for more details and how to outline your proposal. Proposals must be submitted to ASU on or before the designated date and time on the RFQ, at which time a representative of ASU will announce publicly, via Zoom, the names of those firms or individuals submitting Proposals. No Proposals will be accepted after this time. No other public disclosure will be made regarding the RFQ until after issuance of a Notice of Intent to Award and/or Notice of Award of the Contract.

8) Withdrawal of Proposals

Proposals may be withdrawn either electronically or by written request any time before the scheduled opening date and time, but not after.

9) Proposers Interested in More Than One Proposal

No Proposer shall be permitted to submit more than one (1) Proposal for the same project. A Proposer that has submitted a sub-consultant proposal to another Proposer is disqualified from submitting a Proposal for the Project as a Proposer directly to ASU. A Proposer shall be allowed to submit a sub-consultant proposal to more than one (1) Proposer.

10) No ASU Obligation

This RFQ does not obligate ASU to pay any costs or expenses incurred in the preparation and submission of Proposals or in negotiations with any Proposer.

11) Interpretation of RFQ Documents Before Submission

All questions must be submitted via the RFQ Q&A Board within this SunRISE/Jaggaer electronic bidding portal.

The supplier inquiry deadline is specified as the Q&A Submission Date within the RFQ.

12) Interpretations and Q&A Board

Should a Proposer find any ambiguity, inconsistency or error in the RFQ or should the Proposer be in doubt as to its meaning, the inquiry must be submitted via the RFQ Q&A Board within this SunRISE/Jaggaer electronic bidding portal. Failure to acknowledge the review of the Q&A Board shall not constitute a basis for claim, protest or reissue of the Request for Qualifications.

13) Proprietary Information

The Executive Director of ASU Purchasing and Business Services is the final authority as to the extent to which material is considered proprietary or confidential. ASU shall have no liability for disclosure or use of unmarked data. Unless identified, information submitted in a Proposal may be disclosed pursuant to applicable Arizona Public Records Law and other applicable Arizona Revised Statutes.

14) Protests

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

Attn: Supply Chain Programs
Purchasing and Business Services
PO Box 875212 Tempe AZ 85287-5212
Email: PurchasingConstruction@asu.edu

C. RFQ General Requirements

This RFQ is part of a competitive process intended to allow ASU to obtain services in a manner that is most advantageous to ASU. This RFQ provides ASU with the flexibility to negotiate with Proposers, if desired, to arrive at a mutually agreeable relationship. All Statement of Qualifications will be considered public records and will be available for review, as allowed by Arizona law and the Code.

- 1) The requirements outlined herein are intended to serve as a general guideline for ASU's requirements. Proposer should submit a fully detailed response in their Statement of Qualifications that adequately describes their qualifications to perform the services described in this RFQ.
- 2) Any Person submitting a Proposal shall be deemed to have read and understood all the terms, conditions and requirements in this RFQ.
- 3) All Statement of Qualifications and accompanying documentation will become the property of ASU at the time the Statement of Qualifications are opened. It will be the Proposers responsibility to request that samples (if applicable) be returned to the Proposer and provide a method for doing so at the expense of the Proposer. If such a request is not received and a method of return is not provided, all samples shall become the property of ASU, forty-five (45) days from the date of Award and may be disposed of in ASU's sole discretion.

- 4) Each Proposer shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Proposer, ASU, and any other party to this RFQ. Without limiting the foregoing, Proposer shall refrain from offering or giving gratuities, in the form of entertainment, gifts or otherwise, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. ASU reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Proposer disqualification and/or cancellation of an Award shall result.
- 5) If any Proposer or any of the Proposers employees, agents, or other representatives participating in this RFQ need, or have questions about ASU's accommodations for people with disabilities, arrangements can be made by contacting the Buyer via an email outside of the SunRISE/Jaggaer Supplier Portal. Such requests should be made as early as possible to allow time to arrange the accommodation(s).
- 6) ASU shall have the right to use any ideas that are contained in any Statement of Qualifications received in response to this RFQ, along with any adaptation of such ideas. Selection or rejection of the Statement of Qualifications shall not affect ASU's right of use. Provided, however, that ASU will, in good faith, honor the proprietary and confidential nature of any Proposer information that is clearly designated and conspicuously labeled as set forth in this RFQ.
- 7) Proposer shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable in performing any work under this RFQ.
- 8) ASU is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision of this RFQ, regardless of whether such information is obtained from any office, agent, or employee of ASU. Such information shall not affect the Proposers risks or obligations under a Contract resulting from this RFQ.
- 9) Any Proposer exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by ASU and thereafter incorporated into any Contract resulting from this RFQ.
- 10) Attention to Terms and Conditions. Proposers are cautioned to thoroughly understand and comply with all matters covered under the Standard Form of Agreement section of this RFQ. The Successful Proposer is expected to enter into the Standard Form of Agreement approved by the Board. This RFQ, the Standard Form of Agreement, and all attachments included in this RFQ, along with all provisions of the Arizona Board of Regents University Procurement Code will be incorporated into the Agreement. Statements of Qualifications that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected. Statements must state any exceptions taken to the terms and conditions in detail, with justification and alternate language. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFQ. The Proposer also understands that ASU may make changes in the Standard Form of Agreement and related contract documents and that therefore the form of contract documents presented to the successful Proposer may be different from the form of contract documents referred to above, in which case the successful Proposer will be given the opportunity to review the changes. This RFQ, any addenda to this RFQ issued by ASU, and the Proposal of the successful Proposer are included in the contract

documents.

D. RFQ Selection Process

A Selection Committee will evaluate the Proposals submitted in response to this RFQ. The evaluation will be to determine the qualifications of the Proposer to perform the design professional services under this RFQ based on the selection criteria listed in the RFQ.

In making its determination, the Selection Committee will evaluate the Proposals, information from client references, interviews (for Proposers on the short-list only), and additional information received or obtained by the Selection Committee. The Committee may request or obtain additional information at any time during the selection process through interviews, presentations, correspondence, and visitation of completed projects or otherwise.

It is the intent to select the most qualified firm or firms who submit a Statement of Qualifications, which are most favorable to ASU in all respects, including scope, capability, qualifications, availability of services, quality of services, reputation, and financials.

1) Short List

After receipt of the Proposals, the Selection Committee will use the selection criteria listed above to perform an initial review of all Proposals and will select a short-list of no less than three (3) Proposers and no more than five (5) Proposers, unless there are less than three (3) Proposers.

2) Project Site Visit

The short-list Proposers may be requested to participate in a pre-interview Project site visit with ASU representatives. A maximum of three representatives from each Proposer will participate in the site visit.

3) Interviews

It is the desire of the Selection Committee to learn more about the Proposers, especially their ability to provide Design Professional services of exceptional quality to an institutional client. The Selection Committee will interview each Proposer on the short-list so that they may present their credentials, comparable past work and any ideas they wish to share with the Selection Committee.

The interviews will usually last forty-five minutes, but not more than one hour, including thirty minutes for the interview, and fifteen minutes for questions from the Committee. This time limit will be strictly enforced. No more than six representatives of the Proposer's team + one computer/presentation equipment operator may be present. The prospective Project Manager who will be the responsible day-to-day contact with the University, and the Project Leads of the design and general contracting phases. The agreement administration must actively lead and participate in the presentation.

The format of the presentation is at the discretion of the Proposer but must address the organization and experience of the team, experience of individuals assigned to the project, describe comparable projects by the team members and/or the firm and address any questions that may be asked by Selection Committee members during the interview.

The order in which the Proposers appear before the Selection Committee will be determined by lot. A projection screen may be available; any additional equipment shall

be the responsibility of the Proposer.

4) Notice of Intent to Award or Rejection of Proposals

Following interviews, ASU will issue a Notice of Intent to Award to the selected Proposer. ASU reserves the right to cancel this Request for Qualifications, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine in the best interest of ASU. Unless ASU gives written notice otherwise, all Proposals will be held open for a period of ninety (90) days after the date of opening thereof, and ASU will have the right during this ninety (90) day period to accept any Proposal not withdrawn before the scheduled opening date.

5) Negotiation of Contract

An ASU Procurement Officer will then issue a Design Professional Agreement with the highest ranked person or firm at a compensation, which the Procurement Officer determines to be fair and reasonable. In making this decision, the Procurement Officer will take into account the scope, complexity and nature of the services to be rendered. If the Procurement Officer is unable to negotiate a satisfactory agreement with the person or firm considered to be the most qualified at compensation the Procurement Officer determines to be fair and reasonable, negotiations with that person or firm will be formally terminated. The Procurement Officer will then undertake compensation negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all Proposals.

At the time and in the manner designated in the ASU Standard Form of Agreement for Design Professional for project contract documents, the Design Professional (DP) will submit a proposed Fee and ASU and the DP will negotiate a fee. When ASU and the DP agree upon the final fee, ASU and the DP will execute the Standard Form of Agreement for Design Professional contract documents for design. If negotiations for the fee are not successful, ASU may terminate the design phase services contract and proceed with the Project with a different Design Professional selected by ASU.

6) Regulations

Should an agreement be executed, the agreement will be subject to all the provisions of the Arizona Board of Regents University Procurement Code and will include all the terms, clauses, and conditions required by the University Procurement Code.

7) Delivery of Certificate of Insurance and Notice to Proceed

After executed on an agreement, a Certificate of Insurance (COI) will be requested, with limits as required per the agreement. The COI must reference the ASU RFQ Project Number and the ASU Project Name. Failure to do so may result in rejection of the successful Proposer's Proposal and withdrawal of the award. After ASU Purchasing receives a satisfactory COI, ASU will issue a Purchase Order and Notice to Proceed.

E. Regulatory Information

1) Small Business and Small Disadvantaged Business

The Owner, the DP(CMAR), and each Subcontractor shall include small businesses and disadvantaged business enterprises in the design, engineering and construction of the Project so long as this would result in services that are comparable in quality and would not result in a material increase in costs of the Project. A report will be required at the

beginning of the project indicating the overall proposed extent of SB, SDB and DB participation; and at the conclusion of the project indicating the overall extent of SB, SDB and DB participation.

Note: A Disadvantaged Business is a business that meets either the Arizona or Federal Small Business definition or is a Woman-Owned Business Enterprise (WBE), or Minority-Owned Business Enterprise (MBE), or Disadvantaged/Disabled-Owned Business Enterprise (DBE).

2) Warranties

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

4) Authorized Presence Requirements

As required by Arizona Revised Statutes §41-4401, the University is prohibited from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). The Contractor 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.

5) Waste Containers

Contractors using waste containers must use and order them through ASU Grounds Maintenance Department. Anytime a waste container is ordered a review will be done at that time to see if a metal recycling container would also be applicable and if so, would be

provided to the project at no charge as long as this container is not contaminated with other refuse.

6) Weapons, Explosives, and Fireworks

The university prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the university or its affiliated or related entities, in all university residential facilities (whether managed by the university or another entity), in all university vehicles, and at all university or university-affiliate sponsored events and activities, except as provided in §12-781 of the Arizona Revised Statutes or unless written permission is given by the ASU Police Department (ASU PD). Notification by vendors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of vendor (Vendor Parties) of this **policy** is a condition and requirement of the contract. Vendor further agrees to enforce this contractual requirement against all Vendor Parties.

7) ASU is Tobacco Free

ASU recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Beginning Aug. 1, 2013, tobacco will be prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the university. ASU is joining 800 colleges and universities in protecting its students, faculty, staff and visitors from the health hazards of secondhand smoke. For additional information, see [Live Well @ ASU](#).

8) HIPAA Requirements

To the extent applicable to any contract resulting from this RFQ, 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.**

9) Background Checks

Proposer will exclude from any direct participation in Proposers performance under the Agreement, any unqualified persons. In addition, at the request of ASU, Proposer will, at Proposer 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 Proposer to perform work under the Agreement.

Proposer will maintain as part of the records Proposer is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or Proposer who performs work hereunder. Proposer will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.

10) Americans with Disabilities Act and Rehabilitation Act

To the extent applicable, Proposer 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.

11) Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-Corruption Law Compliance

Proposer warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Proposer's work under the Agreement, Proposer will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of the Agreement.

12) Business Continuity Plan

If requested by ASU, Proposer will provide to ASU, within 30 days after such request, a comprehensive plan for continuing the performance of its obligations during a Public or Institutional Emergency (the Business Continuity Plan). The Business Continuity Plan, at a minimum, will address the following: 1) identification of response personnel by name; 2) key succession and performance responses in the event of sudden and significant decrease in workforce; 3) contingency plans for the Proposer to continue the performance of its obligations under the Agreement, despite the emergency and 4) if Proposer will store, have access to, or otherwise process any ASU Data, a data recovery plan that includes the following: identification of data recovery personnel by name, how ASU Data will be recovered, recovery point and recovery time objectives, and steps to be taken to recover ASU Data. If ASU requires a data recovery plan, upon ASU's request, Proposer will provide ASU with evidence that Proposer annually tests the data recovery plan. In the event of a Public or Institutional Emergency, Proposer will implement the applicable actions set forth in the Business Continuity Plan and will make other commercially practicable efforts to mitigate the impact of the event. For clarification of intent, Proposer will not be entitled to any additional compensation or extension of time by virtue of having to implement a Business Continuity Plan, unless otherwise agreed to by ASU in writing. A Public or Institutional Emergency means a natural or human made event that creates a substantial risk to the public, that causes or threatens death or injury to the general public, or that causes a significant disruption to the day-to-day business operations of ASU.

13) Parking

Proposer will obtain all parking permits and/or decals required while performing any work on ASU premises. If needed, Proposer should contact [ASU Parking and Transit](#).

14) Campus Deliveries and Mall Access

Proposer will familiarize itself with ASU parking, campus delivery options, and loading zones. Not all campus buildings are directly accessible and some require Proposer to unload at lots or loading areas that may not be adjacent to the delivery or work location. As a result, Proposer 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 Proposer vehicle and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement times, and deliveries or work requiring vehicular or cart access may need to be arranged outside of enforcement times. For details about parking permits, Contractor permits, loading zones, mall access, and pedestrian mall restrictions, see [Parking on campus](#). For additional information, see [Pedestrian safety](#).

15) Advertising, Publicity, Names and Marks

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

16) Health Insurance Portability and Accountability Act

To the extent applicable, Proposer will abide by all laws and regulations that protect the privacy of healthcare information to which Proposer obtains access under the Agreement. Certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to Proposer and ASU, and their relationships and operation under the Agreement. If necessary, Proposer and ASU will enter into a standard Business Associate Agreement, and any other required HIPAA agreements. To the extent the terms thereof relate to Proposer performance under the Agreement, the provisions of the Business Associate Agreement will control.

17) 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. Proposer will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Contractor Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Contractor Parties comply with ASU's Title IX Guidance.

18) No Boycott of Israel

To the extent required by ARS § 35-393.01, Proposer certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the Term.

19) Green Purchasing Requirements/Specifications

In order to reduce the adverse environmental impact of our purchasing decisions the University is committed to buying goods and services from manufacturers and Proposer who share the University's environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight

to the price, availability and performance criteria that we use to make purchasing decisions.

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

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

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

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

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

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

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