



January 28, 2010

REQUEST FOR PROPOSAL

Web Development for ASU Online

RFP NO. 111005

DUE: 3:00 P.M., M.S.T., 02/18/10

Deadline for Inquiries

5:00 P.M., M.S.T., 02/11/10

Time and Date Set for Closing

3:00 P.M., M.S.T., 02/18/10

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SECTION I.

REQUEST FOR PROPOSAL (RFP) NO. 111005

Arizona State University is requesting sealed proposals from qualified firms or individuals for Web Development for ASU On-Line.

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 **3:00P.M., M.S.T., 02/18/10** at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made until after award of the contract.

Arizona State University's Overnight Delivery (FedEx, Airborne, and UPS, etc.) 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

Douglas P. Feckovics

Douglas P. Feckovics, Buyer
Arizona State University
Purchasing and Business Services
Technology Team

DPF/yr

SECTION II.

PURPOSE OF THE RFP

1. BACKGROUND INFORMATION

ASU Online is a campus of Arizona State University that delivers online degree programs to about 3,000 students across the globe. Our students are accomplished adults pursuing personal and professional goals through higher education. They are working parents, small business owners, military servicemen and women. We plan to enroll 100,000 ASU Online students in the next decade and provide them with higher education that is *as good as or better than* traditional, face-to-face learning through a variety of learning technologies and a model oriented around student success. Our web site will be one of the primary tools for serving prospective and enrolled ASU Online students.

For more information about Arizona State University, visit our web site at: <http://www.asu.edu>

2. INTENT

ASU Online seeks a firm to provide design, information architecture, and visual identity services for the redesign of its website at <http://asuonline.asu.edu> and development of two new sites for use in marketing and student recruiting.

3. TERM

The initial term will be one (1) year period, with the possibility of four (4) each successive one (1) year extensions, for a total possible term of five (5) years.

SECTION III.

PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.

SECTION IV.

INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S Rural Road, Tempe, Arizona 85281, on or before the time and date set for closing. The University Services Building is located on the east side of Rural Road between Apache Road & Broadway Road. Our delivery address is Purchasing and Business Services, University Services Building, Arizona State University, 1551 S Rural Road, Tempe, Arizona 85281. Proposals should be in a sealed envelope marked:

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). Visitors may park in the USB Lot 45, located directly behind the building, using the Pay by Space machine, which has a cost of \$1.00 per hour. The meter will be located near the main entry to USB, to allow visitors to park their vehicles and easily access the machine on their way into the building.

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

3. Proposals should be submitted as a document set, containing one clearly marked original (hard copy) and an electronic copy (CD, FLASH Drive, etc).
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 solicitation is performed under the direct supervision of the Director of

Purchasing and Business Services 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 an award is made, 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 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 Request for Proposal. 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 Director of Purchasing and Business Services concurs, this information will not be considered public information. The Director of Purchasing and Business Services 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, the successful bidder (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal/Invitation to Bid. 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/Bidders expected efforts to solicit SB & SDB participation should be enclosed with your Proposal/Invitation to Bid.**
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. Financial Statements:

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

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

Firm's Name

Confidential – Financial Statements

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

It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm's two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm's Name

Confidential – Financial Statements

13. 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 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
14. The successful proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents. The Arizona State University contract terms and conditions are included in this Request for Proposal in Section IX. These terms and conditions are intended to be incorporated into the agreement 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.** Special terms and conditions address subjects that are important to the University. Proposers may suggest alternatives to these special terms and conditions. **However, proposals that are contingent upon any changes to these special**

terms and conditions will be at a competitive disadvantage in the proposal evaluation process.

15. 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.
16. 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.
17. 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.
18. All responses and accompanying documentation will become the property of the University at the time the proposals are opened.
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 response to this solicitation, the Board or either of the other two (2) Universities may purchase goods and/or services from any agreement resulting from this solicitation.**
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 successful proposer,

the Community College District and/or Maricopa County may access an Agreement 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 so state** 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 Agreement 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 successful contractor under this solicitation, a member of \$AVE may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of \$AVE, **please so state** 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 Agreement that may result from this Request for Proposal.
22. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

Douglas P. Feckovics
Purchasing and Business Services
University Services Building
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

Tel: 480-965-9514
Fax: 480-965-2234
Email: douglas.feckovics@asu.edu

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section VIII of this Request for Proposal. All formal inquiries must be submitted at least seven (7) 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. If you have formal questions about any part of this Request for Proposal, which could result in a material issue or a formal amendment to this Request for Proposal,

submit your questions on a Proposer Inquiry Form from Section VIII of this Request for Proposal.

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 solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.
25. Arizona requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation 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, we 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, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria designated as "required" (bronze registration) or higher as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. Additional consideration will be provided for electronic products that have achieved EPEAT silver or gold registration. 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 agreement resulting from this solicitation, 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 HIPPA, 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, the Arizona Board of Regents, Arizona State University and their regents, employees and agents against all harm or damage caused or contributed to by Proposer's breach of its obligations under this paragraph.

28. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

John F. Riley, C.P.M.
Executive Director of Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe AZ 85287-5212
Fax: (480) 965-2234

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. **EXCEPTIONS:** Any exception taken to the requirements of the RFP must be included in the proposal submitted. Submission of a proposal without exception signifies that the Firm accepts all requirements of the RFP and will execute a contract, if offered, on the ASU standard form, which is supplied in the RFP.
29. Other Opportunities with Arizona State University not related to this solicitation.

The ASU Alumni Advantage

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for ASU's 300,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with ASU, 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.
- 70 percent of alumni reside in Arizona.
- More than 160,000 alumni live in Maricopa County.
- 11 percent of alumni reside in California.
- 75% of ASU alumni are under the age of 45.
- More than 64% of ASU alums graduated since 1984.
- More than one-third hold post-graduate degrees.
- More than 70 percent of ASU alumni are actively employed.
- 30 percent of alumni earn between \$60,000 and \$90,000 annually.
- 25 percent of ASU alumni earn more than \$90,000 annually.

Specific partnership opportunities exist in a variety of areas.

- Advertise in the quarterly ASU Magazine, mailed to more than 260,000 homes around the world. ASU Magazine is the largest circulation magazine in the Southwest. Our [rate card](#) is available for download. www.asu.edu/alumni.

- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences.

Events include: Founder's Day in March, Senior Send off in April, Homecoming in the Fall, Travel shows, Career Fairs and many more! Costs from \$500 to \$2500.

- Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services.
- Advertise on this Web site or on our 55 Chapter/Club websites or in our electronic newsletters, sent out to more than 80,000 people monthly. Cost is \$1000 per mo per each advertising venue.

Your business partnership contact is **Rhonda McClintock**. Contact her today to start doing business with the Sun Devil nation. (480) 965-5051.

Intercollegiate Athletics

Sun Devil Sports Marketing is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics, including on-premise signage, TV, radio, print, internet, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Steve Hank at 480-727-0104 or at steven.hank@asu.edu.

Arizona PBS Delivers...

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

- **Eight delivers ... reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. **Eight / KAET** reaches 85 percent of the people of Arizona.
- **Eight delivers ... quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **Eight 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**
- **Eight delivers ... multiple media platforms**
 - TV – Channel 8 and DTV 8.1, 8.2 & 8.3

- Eight Magazine – 50,000 households each month
- Web views – www.azpbs.org (100,000 unique visitors a month)
- E-Marketing – 40,000 email addresses ... and more.

Contact: Morrie Puzzi, Corporate Support Manager at 602-496-8550 or mpuzzi@asu.edu.

SECTION V.

STANDARD FORM OF CONSULTING AGREEMENT

ARIZONA BOARD OF REGENTS

AGREEMENT FOR CONSULTANT SERVICES

DATE:

PARTIES: **THE ARIZONA BOARD OF REGENTS**, for and on behalf of

ARIZONA STATE UNIVERSITY

(Hereinafter referred to as ("The **UNIVERSITY**")); and

(hereinafter referred to as ("**CONSULTANT**"))

AGREEMENT

I

The UNIVERSITY desires to retain CONSULTANT, and CONSULTANT desires to provide services to the UNIVERSITY, in his/her capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.

II

CONSULTANT shall provide those services set forth on Exhibit A attached to this Agreement.

III

The term of this Agreement shall commence on _____, 20__, and shall conclude on _____, 20__, unless sooner terminated by either party. The UNIVERSITY may terminate this Agreement with or without cause upon ten (10) days written notice to the CONSULTANT. If this Agreement is terminated the UNIVERSITY shall have no further obligations other than payment for services already rendered and for expenses previously incurred.

IV

The UNIVERSITY agrees to pay CONSULTANT, as consideration for performance of the consulting services, the sums as set forth in Exhibit A.

V

The UNIVERSITY agrees to reimburse CONSULTANT for expenses as set forth and outlined in Exhibit A.

VI

For all purposes under the terms of this Contract, CONSULTANT shall be an independent contractor, and not an officer or employee of the UNIVERSITY. The UNIVERSITY shall provide no employee benefits, including but not limited to Worker's Compensation coverage, regularly afforded to staff, faculty, administrative or professional employees. In performance of services hereunder, CONSULTANT shall determine his/her necessary hours of work. CONSULTANT shall provide whatever tools, equipment, vehicles and supplies CONSULTANT may determine to be necessary in performance of services hereunder. CONSULTANT may establish offices in such locations within or outside Arizona, as CONSULTANT may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to CONSULTANT.

VII

The conduct and control of work under this Contract lies solely with CONSULTANT, and the UNIVERSITY is interested only in final results to be achieved. The UNIVERSITY shall be permitted to retain other consultants performing the same or similar tasks, and CONSULTANT shall be permitted to provide services to other parties, consistent with CONSULTANT's obligation to complete the services undertaken pursuant to the terms of this Agreement.

VIII

CONSULTANT shall provide such interim written reports concerning the performance of services and research under this Contract as the UNIVERSITY may request in writing, and upon expiration or other termination of the Agreement shall at the request of the UNIVERSITY provide a written report to the UNIVERSITY setting forth the results of the work performed hereunder.

IX

All reports, drawings and other work products produced by CONSULTANT as a part of the services rendered under this Agreement shall be provided to and be the sole property of the UNIVERSITY. CONSULTANT shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the UNIVERSITY.

X

The parties agree to comply with all applicable laws, rules regulations and executive orders relating to nondiscrimination, equal employment opportunity, immigration, affirmative action and the Americans With Disabilities Act.

XI

The parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. Statute 38-511, *Cancellation of political subdivision and state contracts; definition*.

The successful contractor or supplier shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non – Discrimination, and Immigration.

XII

The parties agree to submit all disputes arising hereunder to the claims resolution procedures of the Arizona Board of Regents Procurement Policies Section 3-809C, *Contract Claims and Controversies*.

XIII

CONSULTANT and subcontractors shall procure and maintain until all of CONSULTANT's obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, the CONSULTANT's agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. The UNIVERSITY and/or the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that might arise out of the performance of the work under this Agreement by the CONSULTANT, the CONSULTANT's agents, representatives, employees, or subcontractors, and CONSULTANT is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: CONSULTANT shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

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

b. Policy shall 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 the CONSULTANT.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$1,000,000

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

3. **Worker's Compensation and Employers' Liability**

• Workers Compensation	Statutory
• Employers Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall 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 the CONSULTANT.

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

4. **Network Security Errors and Omissions Insurance**

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

Coverage to include:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and any other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner; and

- Loss or disclosure of confidential information no matter how it occurs.
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. **Endorsement must be submitted.**
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. **Endorsement must be submitted.**

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the CONSULTANT, even if those limits of liability are in excess of those required by this Agreement.
2. The CONSULTANT's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the CONSULTANT shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the UNIVERSITY. Such notice shall be sent directly to Director of Purchasing and Business Services, Insurance, Arizona State University, PO Box 875212, Tempe, Arizona, 85287-5212 and shall be sent by certified mail, return receipt requested.

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

E. VERIFICATION OF COVERAGE: CONSULTANT shall furnish the UNIVERSITY with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Agreement shall be sent directly to Director of Purchasing and Business Services, Insurance, Arizona State University, PO Box 875212, Tempe, Arizona, 85287-5212. The UNIVERSITY project or purchase order number and project description shall be noted on the certificate of insurance. The State of Arizona and/or the UNIVERSITY reserve the right to require complete, certified copies of all insurance policies required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

F. SUBCONTRACTORS: CONSULTANT's certificate(s) shall include all subcontractors as insureds under its policies or CONSULTANT shall furnish to the UNIVERSITY separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL. The insurance requirements in this Agreement are the standard insurance requirements of the UNIVERSITY as an entity within the State of Arizona. Any modification or variation from the insurance requirements in this Agreement will require the approval of the State of Arizona, Department of Administration, Risk Management Section, whose decision shall be final. The UNIVERSITY will not forward any request for modification or variation without a complete and significant justification.

XIV

CONSULTANT shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONSULTANT or any of the CONSULTANT's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such CONSULTANT to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by CONSULTANT from and against any and all claims. It is agreed that CONSULTANT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the CONSULTANT agrees to waive all rights of subrogation against the UNIVERSITY and/or the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the CONSULTANT for the UNIVERSITY and/or the State of Arizona.

XV

This Agreement may be cancelled without any further obligation on the part of THE ARIZONA BOARD OF REGENTS and the UNIVERSITY in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. CONSULTANT shall be notified in writing of any such non-appropriation at the earliest opportunity.

XVI

All books, accounts, reports, files and other records relating to this Agreement shall be maintained and shall be subject at all reasonable times to inspection and audit by the UNIVERSITY for five (5) years after completion of this Agreement. Such records shall be produced at a place designated by the UNIVERSITY, upon reasonable notice to the CONSULTANT.

XVII

Notice is provided of Sections 12-1518, *State and political subdivisions; use of arbitration*, and 12-133, *Arbitration of claims; agreement of reference; arbitration award; powers of arbitrators; compensation of arbitrators; appeals; deposits; costs*, Arizona Revised Statutes.

XVIII

The UNIVERSITY and CONSULTANT recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the UNIVERSITY. Therefore, the CONSULTANT hereby assigns to the UNIVERSITY any and all claims for such overcharges.

XIX

Failure by CONSULTANT to perform as specifically provided herein shall be an event of default permitting UNIVERSITY to pursue all remedies affordable by law or in equity, including termination of this Agreement.

XX

CONSULTANT shall not assign this Agreement without the prior written consent of UNIVERSITY.

XXI

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Arizona, the courts of which shall have jurisdiction over its subject matter.

The individual signing below on behalf of CONSULTANT hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT and that this Agreement is binding upon CONSULTANT in accordance with its terms.

WHEREFORE, the parties have executed this Agreement the date set forth above.

THE ARIZONA BOARD OF REGENTS

for and on behalf of

ARIZONA STATE UNIVERSITY
(UNIVERSITY)

(CONSULTANT)

By _____

By _____

Title Director of Purchasing

Title _____

EXHIBIT A
TO
AGREEMENT FOR CONSULTANT SERVICES

I SERVICES:

II FEES FOR SERVICES:

The UNIVERSITY agrees to pay CONSULTANT, as consideration for performance of the consulting services as set forth in the preceding paragraph, the total sum of \$_____, payable as follows:

III REIMBURSEMENT FOR EXPENSES:

The UNIVERSITY AGREES TO REIMBURSE CONSULTANT up to a maximum of \$_____, for expenses as follows:

Prior approval is required for any individual expenses in excess of \$_____. Each request for reimbursement must be itemized and accompanied by receipts. Reimbursement for auto travel will be made at the rate permitted State employees.

SECTION VI:

SPECIFICATIONS/SCOPE OF WORK

Arizona State University is looking for Web site contracting services that meet the specifications listed below. All work products produced on contract with a unit of Arizona State University become the property of Arizona State University and the Arizona Board of Regents.

Final website products must:

1. Be compliant with the technological framework of the university technology office (UTO), sponsoring college, school or department (i.e., HTML/CSS, Drupal, .net, PHP, Java, MySQL, Oracle, MS SQL, etc.)
2. When applicable, work with university enterprise systems including authentication (login) processes (<http://www.asu.edu/webauth>). Integration directions and/or code will be provided or developed as necessary
3. Be cross-browser compatible (Firefox, Chrome, Internet Explorer, Safari)
4. Meet accessibility requirements in section 508 standards of the Americans with Disability Act
5. Be usable on slow speed Internet connections
6. Work with Enterprise Level Google Search Appliance (<http://provostdev.asu.edu/gsa>)
7. Adhere to ASU Web standards and branding guidelines (<http://www.asu.edu/commguide/>)
8. Integrate marketing/recruiting sites seamlessly with the main site
9. Be optimized for major search engines, including Google, Yahoo, and Bing
10. Use social media to engage visitors and advance identification and communication with ASU Online where applicable (Including, but not limited to, Facebook, Twitter, Digg, ASU on Facebook)
11. Push and pull content from outside sources (Including, but not limited to, user-generated content, video, photography, news)
12. Offer a personalized experience to each of the primary user groups
13. Integrate ASU Online academic content as appropriate
14. Integrate with ASU Online's customer relationship management system
15. Be delivered by the due date

Section VII.

GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions we are committed to buy goods and services from manufacturers and suppliers who share our 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/Bidder 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 products are equal in performance characteristics and the pricing is within 5%, the university will favor the more environmentally preferable product and company.

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

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

Unless otherwise specified, bidders/proposers and contractors should use recycled paper and double-sided coping 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/Bidder shall provide packaging/packing materials that meet at least one of, and preferably, all of the following criteria:

- Made from 100% post-consumer recycled materials;
- Be recyclable;
- Reusable;
- Non-toxic;
- Bio-degradable.

This information will be used as part of the evaluation criteria for Supplier/Proposer Sustainability efforts for the RFP process.

SECTION VIII.

PROPOSER QUALIFICATIONS

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

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

1. Confidence to share ideas but flexible enough to accept the client's final decision
2. Demonstrated success in developing top-level web presence for major universities
3. Demonstrated excellence in developing branding, visual identity, and web standards for major American companies or non-profit organizations
4. Demonstrated success in bringing creativity, innovation, and excitement to web design and architecture
5. Expertise in web standards, usability, branding, and web design
6. Experience with developing branding/identity guidelines and templates
7. Expertise and ability to complete a major web redesign in a limited timeframe

SECTION IX.

EVALUATION CRITERIA

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

1. The firm's ability to complete the work by the deadline
2. The firm's timeline for completing work
3. The talent and resources the firm can bring to the project
4. The firm's experience with projects of this nature and scope
5. The firm's demonstrated understanding of ASU Online's web needs and ability to meet them
6. The firm's proposal for redesign and development
7. The cost of the project

SECTION X.

PRICING SCHEDULE

Please list pricing for each of the following that you provide. All items listed are not required.

General Services

The services listed in this price list are general areas; please provide hourly rates and a detailed description of the types of services that are offered at this rate by the company.

1. Development services	
2. Programming Services (list language and rate)	
3. Project Management Services	
4. Workflow Analysis	
5. Other services	

Web Services

1. Design services (cost per hour)	
2. Development services (cost per hour)	
a. Programming (ex. java, php, asp.net, cold fusion, drupal development, database integration and security, e-commerce, etc.)	
b. Database design	
c. Documentation of processes and reporting	
d. Testing	
e. Training	
f. Technical Support	
3. Information architecture analysis and strategy	
4. Integrated feedback system (e.g., survey tool)	
5. PowerPoint/presentation template	
6. Flash animation with accessibility	
7. Editable Flash templates	
8. Podcasting	
9. Digital illustration	

10. Digital photography	
11. Entire web site (HTML)	
a. 0-20 pages	
b. 21-75 pages	
c. 76-500 pages	
d. 500+ pages	
12. Hosting services	
13. Maintenance (cost per hour)	
14. Training for maintenance (cost per hour)	
15. Write technical specifications for products	
16. Video editing and formatting for web presentation	
17. Second Life Development	

SECTION XI.

FORM OF PROPOSAL / SPECIAL INSTRUCTIONS

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. If proposer fails to provide any of the following information, with the exception of the mandatory proposal certification, the University may, at its' sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. Completed certification Forms (SECTION XII.)
2. Provide evidence that your firm or its officers have been engaged for at least the past three (3) years in providing services as listed in this Request for Proposal.
3. A complete description of the three (3) web development projects you or your firm did that you consider to be most similar to the work requested in this solicitation. Include the results obtained; the total cost of the project; and the name, title, telephone number, and e-mail address of the individual at the client organization who is most familiar with this project. Please limit each of the three descriptions to a maximum of two pages. Note: this may require that you obtain the client's permission to provide this information to us.
4. A detailed proposal on how you will accomplish the requested work. Include the proposed timeline with any applicable milestones.
5. The total cost of the project, to include a breakout of the [consulting] fees and maximum expected reimbursables.

Section XII.

CERTIFICATIONS AND FORMS

Proposer Inquiry Form

The following forms must be completed, signed, and submitted with your proposal

**Conflict of Interest Certification
Federal Debarred List Certification
Anti-Lobbying Certification
Legal Worker Certification
Sudan or Iran Business Operations Certification
Supplier Sustainability Questionnaire
ASU SUB W-9 & Vendor Authorization Form
Service Provider Acknowledgement**

PROPOSER INQUIRY FORM

(Pre-Proposal Questions, General Clarifications, etc.)

PROJECT NAME: Web Development for ASU On-Line

PROPOSAL NUMBER: 111005

INQUIRY DEADLINE: 5:00 P.M., M.S.T., February 11, 2008

QUESTIONS ON: ORIGINAL PROPOSAL or ADDENDUM NO.

SECTION NUMBER:

WRITER:

FAX NO. PHONE NO.

COMPANY:

COMPANY E-MAIL ADDRESS:

DATE:

QUESTIONS:

CONFLICT OF INTEREST CERTIFICATION

(date)

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

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

- () There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.
- () The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

(firm)

(email address)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(date)

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

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

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) (Check one) **Are** () or **are not** () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at <http://epls.arnet.gov> on the Web.)

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

(firm)

(email address)

(signature required)

(print name)

(print title)

(address)

(Phone)

(fax)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2005)

(date)

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

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

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

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

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

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

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

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall

be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(Signature page follows)

(firm)

(email address)

(signature required)

(print name)

(print title)

(address)

(Phone)

(fax)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

LEGAL WORKER CERTIFICATION

(date)

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

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the University. The University retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

(firm)

(email address)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(Purchasing 09-23-2008.)

SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION

(date)

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

The undersigned certifies that pursuant to Arizona Revised Statutes § 35-391 and 35-393, the below entity does not have a scrutinized business operation in either Sudan or Iran.

(firm)

(email address)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(Purchasing 09-23-2008.)

SUPPLIER SUSTAINABILITY QUESTIONNAIRE

Company Name: _____

Date: _____

The Supplier Sustainability Questionnaire must be completed and returned with your Bid/Proposal unless you have previously submitted a completed form and have no change. This questionnaire is applicable to firms that provide only services as well as those that provide goods.

1. What Policies are in place to monitor and manage your supply chain regarding environmental issues? Please check the items that apply.

- ☐ We apply environmental criteria when making purchasing decisions.
- ☐ We purchase "green" (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials.
- ☐ We specify sustainable products and or locally manufactured products
- ☐ We specify products using Electronic Products Environmental Assessment Tool (EPEAT) standards
- ☐ We partner with sustainable suppliers or utilize suppliers who share in the sustainability commitment
- ☐ Our Director of Sustainability is researching industry best procurement practices

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues

2. What type of sustainable packaging/shipping materials do you use? Please check the items that apply.

- ☐ Our packaging/shipping materials are recyclable
- ☐ Our packaging/shipping materials are reusable
- ☐ Our packaging/shipping materials are bio-degradable
- ☐ Our packaging/shipping materials are made from 100% post-consumer recycled materials

Other – describe other types of sustainable packaging/shipping materials you use

3. Does your company have a Green Transportation Plan for your operation? Please check the items that apply.

- ☐ We encourage carpooling, public transportation, and using other alternative modes of transportation
- ☐ We subsidize public transportation for employees
- ☐ We are developing a Green Transportation Plan
- ☐ We have an established Green Transportation Plan (describe below)
- ☐ We offer flexible hours, telecommuting or a compressed work week
- ☐ We utilize teleconference, video conference, WebEx or GoTo Meetings
- ☐ We purchase carbon offsets
- ☐ We own electric, hybrid, or E-85 fueled vehicles
- ☐ We rent hybrid vehicles

Other – describe your company's Green Transportation Plan for your operation

4. What does your company do to minimize the environmental costs associated with shipping? Please check the items that apply.

- ☐ We are evaluating what the company can do to minimize the environmental costs associated with shipping
- ☐ We combine deliveries with customer visits
- ☐ We consolidate deliveries
- ☐ We use bike couriers for local delivery
- ☐ We utilize electronic communications and electronic transfer of documents. E-mail, fax and Portable Document Format (PDF)
- ☐ We use eco-friendly courier's packaging/shipping materials that include post-consumer waste recycled materials and are recyclable
- ☐ Our packaging and shipping materials are reused until they eventually get recycled
- ☐ We have established a sustainability plan that minimizes the need for shipping (describe below)
- ☐ We update mailing lists to minimize unwanted mailings
- ☐ We specify products that can be purchased within a 500 mile radius of the delivery location

Other – describe what your company does to minimize the environmental costs associated with shipping

5. Does your company have an environmental policy statement? Please check the items that apply.

- ☐ We are developing an environmental policy statement
- ☐ Our environmental policy statement consists of a commitment to promote environmental stewardship
- ☐ Our environmental policy statement describes our company's Sustainability Initiative
- ☐ We have formed an oversight committee to ensure the success of our environmental policy
- ☐ Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability

Other - Provide (or supply a link) your company's environmental policy statement

6. Has your company ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- ☐ No, my company HAS NOT been cited for non-compliance of an environmental or safety issue
- ☐ Yes, my company HAS been cited for non-compliance of an environmental or safety issue

State the reason, date and outcome of the citation

7. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit)? Please check the items that apply.

- ☐ We recycle consumables, reduce waste and practice energy reduction when possible
- ☐ We are developing a recycling program
- ☐ We utilize a formal energy management system
- ☐ We are a member of various environmental organizations
- ☐ We have formed a Sustainability Committee to identify sustainable solutions for our company
- ☐ We have a company-wide Recycling Program
- ☐ Our Director of Sustainability initiates and supports sustainability efforts
- ☐ We have performed an environmental or waste audit
- ☐ We are recognized by peers and environmental organizations for providing leadership in sustainability
- ☐ We are a carbon-neutral company

Other - what other programs do you have in place, or planned for promoting resource efficiency

8. Does your company have web-based materials available documenting your "Green" initiatives? Please check the items that apply.

- ☐ We are developing web-based documentation of "Green" initiatives (provide link)
- ☐ Our website includes "Green" reference information (provide link)
- ☐ Our website contains an environmental policy statement (provide link)
- ☐ Our website includes materials that document company's "Green" initiatives (provide link)
- ☐ Our website contains our company's Sustainability Report (provide link)

Other – Does your company have other web-based materials available documenting your "Green" initiatives? (provide link)

9. If you are providing a product, does the manufacturer of the product that you are bidding/proposing have an environmental policy statement? Please check the item that applies.

- ☐ No, the manufacturer of the product that I am bidding/proposing DOES NOT have an environmental policy statement
- ☐ Yes, the manufacturer of the product that I am bidding/proposing HAS an environmental policy statement

Provide Environmental Policy Statement

10. If you are providing a product, has the manufacturer of the product that you are bidding/proposing ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- ☐ No, the manufacturer of the product that I am bidding/proposing HAS NOT been cited for non-compliance of an environmental or safety issue
- ☐ Yes, the manufacturer of the product that I am bidding/proposing HAS been cited for non-compliance of an environmental or safety issue

Provide reason, date and outcome of the citation

11. Has an environmental life-cycle analysis of the product that you are bidding/proposing been conducted by a certified testing organization, such as Green Seal? Please check the item that applies.

- ☐ No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal
- ☐ Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.

Provide certification

12. If selected pursuant to this solicitation, what are your plans for continuing your operations and services to ASU if there is a major and/or catastrophic pandemic influenza outbreak?

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM	DO NOT SEND TO IRS
Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN available at http://www.irs.gov/pub/irs-pdf/fw8ben.pdf		
► Taxpayer Identification Number (TIN)		☐ Employer ID Number (EIN) ☐ Social Security Number (SSN)
► LEGAL NAME: (must match TIN above)		
Are you doing business in Arizona for purposes of sales/use tax collection and remittance? ☐ Yes ☐ No If "Yes" please provide Arizona License # _____ and sales/use tax rate charged _____ % DUNS# _____		
► LEGAL MAILING ADDRESS: (Where tax information and general correspondence is to be sent)		
DBA/Branch/Location:		
ADDRESS:		
ADDRESS LINE 2:		
CITY:	ST:	ZIP:
► REMIT TO ADDRESS: ☐ Same as Legal Mailing Address		
DBA/Branch/Location:		
ADDRESS:		
ADDRESS LINE 2:		
CITY:	ST:	ZIP:
► ENTITY TYPE		
☐ Individual (not a business)	☐ Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	☐ Corporation (NOT providing health care, medical or legal services)
☐ The US or any of its political subdivisions or instrumentalities	☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities	☐ Tax-exempt organizations under IRC §501
	☐ Corporation (providing health care, medical or legal services)	☐ Partnership, LLP or partnership organized as LLC or PLLC
	☐ An international organization or any of its agencies or instrumentalities	☐ State of Arizona Employee
► CERTIFICATION		
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding, 3. I am a U.S. person (including a resident alien). Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding		
Signature of U.S. Individual		Date:

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

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM		DO NOT SEND TO IRS
Legal Name:		TIN:	
SECTION 1 - FEDERAL INFORMATION - REQUIRED			
What is the <u>Federal</u> classification type of your business? - See definitions on link below. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) http://www.sba.gov/size			
LARGE Business? YES ☐ NO ☐ SMALL Business? YES ☐ NO ☐			
Please check <u>all that apply</u> to your business for Federal Supplier Type:			
Service Disabled Veteran Owned (VD) ☐	Small Disadvantaged (SD) ☐	Women Owned (WO) ☐	
Veteran Owned (VO) ☐	Minority Institution (MI) ☐	HUB Zone (HZ) ☐	
SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION - REQUIRED			
Are you self-certified according to this State of Arizona definition? <i>"Less than 100 full-time employees OR less than \$4 million in volume in the last fiscal year"</i>		YES ☐	NO ☐
Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUB Zone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment, or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.			
Print Name:			
Signature:			
PHONE:		FAX:	
VENDOR - LIST PRODUCT or SERVICE PROVIDED			
VENDOR - LIST REPRESENTATIVE EMAIL ADDRESS AND COMPANY URL			
IF BUYER NAME IS LISTED PLEASE RETURN TO BUYER		Buyer:	Phone:
			Fax:

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

Service Provider Acknowledgement

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

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

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

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

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

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

GENERAL SITE INFORMATION

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

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

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

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.

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 and/or have attended the Service Provider Job-Site Information & Guidelines orientation program produced by ASU Department of Environmental Health and Safety. By having their representative sign and date this document prior to commencing any work, the service provider accepts, and agrees to the provisions of these Acknowledgement Clauses. The service provider is required to provide the original of this signed document to EHS and a copy to CPMG.

[Name]_____

[Title]_____

Employer Representative Signature

Date