



2/14/19

REQUEST FOR PROPOSAL
SHUTTLE SERVICES PROGRAM CONSULTANT
RFP 231903
DUE: 3:00 P.M., MST, 03/11/19

Deadline for Inquiries	3:00 P.M., MST, 03/04/19
Time and Date Set for Closing	3:00 P.M., MST, 03/11/19

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SECTION I – REQUEST FOR PROPOSAL

RFP 231903

Arizona State University is requesting sealed proposals from qualified firms or individuals for Shuttle Services Program Consultant.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Boulevard & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 P.M. MST 03/11/19** at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. **No proposals will be accepted after this time.** No other public disclosure will be made until after award of the contract.

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

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

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

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

ARIZONA STATE UNIVERSITY

Brett Baumgardner

Brett Baumgardner
Senior Buyer

SECTION II – PURPOSE OF THE RFP

1. INTENT

Arizona State University Parking and Transit Services (PTS) seeks proposals from qualified consultants with extensive knowledge of shuttle service program operations to analyze our current program, provide recommendations, and assist in the development of a formal Request for Proposal (RFP) for Shuttle Services Program.

2. BACKGROUND INFORMATION

The ASU Shuttle Services Program provides transport for students, faculty, staff and visitors between the University's campuses and education centers in the Phoenix metropolitan area on a daily basis in support of the University's educational mission, as well as provide additional service for student engagement, graduation and athletic events. Annual service includes fall semester, spring semester and summer sessions with daily service consisting of the Maroon, Maroon Express (Downtown and West), Mercado and Gold Shuttle routes.

Information regarding current ASU shuttle services program schedules and stops may be viewed at: <https://cfo.asu.edu/pts-shuttles>

ASU is a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 100,000 students in metropolitan Phoenix, Arizona, the nation's fifth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe.

If you would like more information about ASU, please visit us at <http://www.asu.edu>.

3. TERM OF CONTRACT

The initial contract term will be for two (2) year(s) with the possibility of three (3) successive one (1) year renewals, the term of the contract will provide for the time required to complete the project. The total term cannot to exceed five (5) years.

SECTION III – PRE-PROPOSAL CONFERENCE

X No pre-proposal conference will be held.

SECTION IV – INSTRUCTIONS TO PROPOSERS

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

Name of Proposer

Title of Proposal

RFP Number

Date and Time Proposal is Due

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

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

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

3. Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).
4. You may withdraw your proposal at any time prior to the time and date set for closing.
5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitations are performed under the direct supervision of the Chief Procurement Officer and in complete accordance with University policies and procedures.
6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.
8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.

9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.
10. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. **A description of the proposers expected efforts to solicit SB & SDB participation should be enclosed with your proposal.**
11. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of **one hundred twenty (120) days** after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
13. **EXCEPTIONS:** The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions will be incorporated into the contract between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.** All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.
14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
15. Days: Calendar days
- May: Indicates something that is not mandatory but permissible/ desirable.
- Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.
- Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at

its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

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

Brett Baumgardner
Purchasing and Business Services
University Services Building
Arizona State University

PO Box 875212
Tempe, AZ 85287-5212

Tel: 480-727-5259
E-mail: Brett.Baumgardner@asu.edu

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

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

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

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

Protests should be directed to:

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

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

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

The ASU Magazine

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

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

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

Specific partnership opportunities exist in a variety of areas.

- Advertise in the ASU Magazine, mailed to more than 400,000 homes around the world three times per year.
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences. Events include: Founder's Day, Homecoming, Legends Luncheon, Sun Devil 100, football tailgates, Career Fairs and many more! Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services to Sun Devil alums all over the world.

- Advertise on the ASU Alumni Web site or on our 110 Chapter/Club websites or in monthly E newsletter which is sent out to more than 240,000 people monthly. Cost is \$1000 per month per each advertising venue.
- Learn more by Contacting John Davis at 480-965-5051 or jadavis@asu.edu today to start doing business with Sun Devil nation!

Sun Devil Sports Marketing

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

Arizona PBS Delivers...

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

- **AZPBS delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. AZPBS / KAET reaches 85 percent of the people of Arizona.
- **AZPBS delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **AZPBS delivers – marketing benefits:**
 - Build brand awareness by linking your business with high-quality programs
 - Generate community goodwill through support of public television
 - Promote your offerings to a broad audience at an affordable price
 - Market your brand in an environment free of commercial clutter
- **AZPBS delivers – multiple media platforms:**
 - 3 TV Channels – Eight HD, Eight Life & Eight World
 - Web views – www.azpbs.org (150,000 unique visitors a month)
 - E-Marketing – 40,000 email addresses ... and more.

Contact: Chad Bowen at AZPBS corporate support at 602-496-8669 or Chad.Bowen@asu.edu
 Kelly McCullough, General Manager at 602-496-2422 or Kelly.McCullough@asu.edu

SECTION V – SPECIFICATIONS/SCOPE OF WORK

The Consultant will be responsible for the following:

1. Review and Analyze Current Shuttle Services Program

- A. Review the current Shuttle Services Program, which includes ridership, route efficiency, staffing, equipment, maintenance, and vendor management. ASU and the current service provider will provide historical data and 3rd party auditor results.
- B. Perform a customer survey to identify customer satisfaction with current program and any potential areas for improvements. Items to identify include, but are not limited to customer's needs, wants, and expectations.
- C. Provide analysis and recommendations on current service provider operations including, but not limited to:
 - Provide applicable Shuttle Bus Industry Standard to include Best in Class
 - Areas the service provider is meeting/exceeding transportation industry standards
 - Areas the vendor is not meeting transportation industry standards
 - Route efficiency
 - Amenities – current offerings vs. Best in Class
- D. Deliverables:
 - On-site inspection and review of current service provider equipment
 - In person team meetings (kick-off, initial analysis, and recommendations)
 - Survey of each campus and route bus stop
 - Survey report results from paragraph B. above, with recommendations
 - Analysis and recommendations of current shuttle program service provider
- E. Timeline to “Review and Analyze Current Shuttle Services Program”

2. Provide Recommendation for New Shuttle Services Program

- A. Provide recommendation for the operational structure of the program detailing the options of outsourcing, insourcing, or some combination of the two structures.
 - I. If recommendation is to outsourcing the program, provide a contract term length that would guarantee ASU the best value
- B. Recommendation will include but is not limited to the following:
 - I. Vehicles
 - a. Make, Model, and Quantity
 - b. Seating capacity
 - c. Powertrain (i.e. Diesel, CNG, Electric, Hybrid, etc.)
 - d. New or used

- e. Audio Visual Requirements
 - f. Wi-Fi Capabilities
 - g. GPS/shuttle tracking/APC
 - h. Other amenities
- II. Maintenance Schedule
 - a. Daily maintenance (DOT/ADOT/Best Practice)
 - b. Weekly maintenance (DOT/ADOT/Best Practice)
 - c. Monthly maintenance (DOT/ADOT/Best Practice)
 - d. Quarterly maintenance (DOT/ADOT/Best Practice)
 - e. Annual maintenance (DOT/ADOT/Best Practice) other (DOT/ADOT/Best Practice)
 - f. If recommendation is to insource the program, include storage and maintenance shop requirements/costs
- III. Cleaning Schedule
 - a. Daily checklist
 - b. Weekly checklist
 - c. Monthly checklist
- IV. Quality Assurance/Quality Control(QA/QC) Program
 - a. Frequency of inspections/audits
 - b. List of items to be reviewed
 - c. Bus Attribute process for removing buses from service
 - d. Recommendation for outsource, or insource of QA/QC Program
- V. Estimated cost for recommended program
 - a. Staffing – positions and budget
 - b. Vehicles
 - c. Maintenance
 - d. Cleaning
- VI. Federal Transit Administration (FTA) Funding
 - a. Contacts
 - b. Process
 - c. Forms

C. Deliverables:

- Detailed report with staffing, equipment and operational recommendation; funding considerations; low to zero emissions options with cost considerations
- Schedule with milestone dates for deliverables
- Final Recommendation Presentation to ASU

D. Timeline for “Provide Recommendation for New Shuttle Services Program”

3. Develop an RFP for Shuttle Services Utilizing ASU Standard RFP Template

A. Anticipated Deliverable: Draft scope of work

B. Timeline to “Develop an RFP for Shuttle Services Utilizing ASU Standard RFP Template”

SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

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

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

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

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

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

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

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

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

SECTION VII – PROPOSER QUALIFICATIONS

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

- A. 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.
- B. Describe the firm's experience in providing this service or experience most like this Request for Proposal, with particular deference to experience with other large university or higher educational institutions. Include in this response a minimum of (3) projects, to include the contract value, that are most similar to this proposal, list "from" and "to" dates, from project initiation to end date for each project, identify the entity's name, contact information, to include the key contact's job title, phone number and e-mail address. Please limit each of the three descriptions to a maximum of two pages.
- C. Describe what distinguishes the ability of your firm from that of your competitors to perform the services described in this RFP.
- D. Submit two (2) past and three (3) present client references comparable in size and scope of this RFP. References should be verifiable and should be able to comment on the firm's experience, with a preference related to services similar to this Contract. Include the name, title, telephone number, and e-mail address of the individual at the client organization who is most familiar with this engagement.
- E. Review and acceptance of ASU Terms and Conditions. Note: all exceptions with justification and alternative language MUST be submitted with the proposal.
- F. Timeline Per Section V Paragraph 2:
 - Confirm your firm's ability to meet the milestone dates and deliverables per Section V: Specifications/Scope of Work
 - List any circumstances which would prevent your firm from meeting the milestone dates and deliverables per Section V: Specifications/Scope of Work
- G. What processes are/will be in place to ensure that the project has sufficient capacity and resources to meet the timeline and deliverables per Section V: Specifications/Scope of Work.
- H. All key personnel proposed by the firm should have relevant experience, and be fully qualified to successfully provide the services described in the Scope of Work. Provide a resume for all key personnel which details all relevant experience in the last five (5) years. Provide a brief description of the project(s), the project's overall size and scope, and their role in the project. Identify Client(s) who can verify this experience and provide current contact information, including the name, phone number, email address and position of the individual who can provide the verification. ASU must approve all personnel assigned to this engagement. Any changes to personnel assigned to the project must be approved by the University. ASU may, in good faith and for good cause, request

the firm to replace personnel assigned to this engagement. The firm will promptly replace such personnel at no additional cost to the University.

SECTION VIII – EVALUATION CRITERIA

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

1. Response to Section VII – Proposer Qualifications (40%)
2. Response to Section V – Specifications/Scope of Work (25%)
3. Response to Section IX – Pricing Schedule (15%)
4. Acknowledgment and acceptance of ASU Terms and Conditions (10%)
5. Sustainability Efforts/Sustainability Questionnaire (10%)

SECTION IX – PRICING SCHEDULE

Proposer must submit a detailed cost proposal to include all aspects of providing the scope of work associated with this RFP. Note that no Federal Funding will be utilized for these services.

The proposal must contain a complete financial offer. Any additional costs, fees, and expenses must be detailed in the proposer’s proposal. Expected reimbursables must also be listed.

Any additional expenses not explicitly stated will not be honored by ASU.

	Hourly Rate
Name, Title, # of Years Experience & Activity of Key Personnel	\$ _____
Other Associated Costs (provide details)	\$ _____
Expected Reimbursables (provide details)	\$ _____

If ASU agrees to reimburse vendor for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy FIN 421-01, www.asu.edu/aad/manuals/fin/fin421-01.html. If ASU agrees to reimburse vendor for any expenses, vendor will submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse Licensor for any expenses, invoices, or receipts for expenses received after that time. Proposer must acknowledge and accept this provision.

SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

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

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

Content of Submittal

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

1. Mandatory certifications per Section XIII
2. Section V Specifications/Scope of Work
3. Section VII Proposer Qualifications
4. Section IX Pricing Schedule
5. Section VI – Sustainable Purchasing – Supplier Sustainability Questionnaire
6. Section XI – Acknowledgement and acceptance of all ASU Terms and Conditions. All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal.

SECTION XII – Agreement - TERMS & CONDITIONS

ASU will issue a Purchase Order(s) for goods and/or services awarded under this RFP.

The parties to the Purchase Order will be bound by the ASU Terms and Conditions effective on the date the purchase order is received. The ASU Terms and Conditions are available at https://www.asu.edu/purchasing/pdf/Stand_TsCs_Provisions.pdf.

Insurance requirements are outlined within this RFP and will be included in any resulting Purchase Order. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non responsive and may be rejected.** All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.

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

Insurance Requirements

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

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

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

1. Commercial General Liability – Occurrence Form. Policy will 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
• Contractual Liability	\$1,000,000
• Fire Legal Liability (only if Agreement is for leasing space)	\$ 50,000
• Each Occurrence	\$1,000,000

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

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

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

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

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

c. Policy will contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability. Applicable statutory limits, as amended from time to time.

a. Employer's Liability in the amount of \$1,000,000 injury and disease.

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards,

commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.

- c. This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the [Sole Proprietor Waiver Form](#).

4. Technology/Network Errors and Omissions Insurance. The terms of this section apply if: 1) ASU is purchasing or leasing software, or processing a software renewal; 2) Supplier is creating any code for ASU; 3) Supplier receives, stores, or analyzes ASU Data (including if the data is not online); 4) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data; OR 5) ASU is purchasing or leasing equipment that will connect to ASU's data network.

- Each Claim \$2,000,000
- Annual Aggregate \$4,000,000

a. This insurance will cover Supplier's liability for acts, errors and omissions arising out of Supplier's operations or services, including loss arising from unauthorized access, or use that results in identity theft or fraud.

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

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

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

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

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

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

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

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

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

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

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

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

SECTION XIII – MANDATORY CERTIFICATIONS

Fillable PDF versions of mandatory certifications are at: <https://cfo.asu.edu/business/do-business-asu> under the Formal Solicitations tab. ORIGINAL signatures are **REQUIRED** for either version.

CONFLICT OF INTEREST CERTIFICATION

(Date)

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

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

(Email address)

(Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Other Responsibility Matters (April 2010)

(Date)

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

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

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

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

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

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

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

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

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

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

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

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

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

(Email address)

(Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

ANTI-LOBBYING CERTIFICATION

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

(Date)

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

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

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

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

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

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

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

(Email address)

(Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

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

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – SMALL COMPANY

Firm Name: _____ Date: _____

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

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

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

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

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

Energy

1. What is your firm doing to be energy efficient?
2. What plan is in place to reduce greenhouse gas emissions in the future?

Solid Waste

1. What is your firm doing to reduce waste to landfill?
2. What plan is in place to reduce waste to landfill generated in the future?

Water Waste

1. What is your firm doing to reduce water waste?
2. What plan is in place to reduce water waste in the future?

Packaging

1. What is your firm's plan to minimize packaging and/or describe your firm's packaging "Take Back" program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

Sustainability Practices

1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm's sustainable purchasing guidelines?

4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
9. Name any third party certifications your firm has in regards to sustainable business practices?
10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community

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

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY

Firm Name: _____ Date: _____

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods. Arizona State University's vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

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

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

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

Energy

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

Solid Waste

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

Water Waste

3. What is your firm doing to reduce water waste?
4. What is your firm's annual water waste in gallons? (Enter total gallons)

5. What plan is in place to reduce water waste in the future?

Packaging

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

Sustainability Practices

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

Community

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

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

Energy

Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:

- o <http://www.ghgprotocol.org/calculation-tools>

Practice Green health provides basic information and tools for emissions as well:

- o <https://practicegreenhealth.org/topics/energy-water-and-climate/climate/tracking-and-measuring-greenhouse-gas-emissions>

Solid Waste

The EPA's pre-built excel file to help measure and track your waste and recycling:

- <http://www.epa.gov/smm/wastewise/measure-progress.htm>

Greenbiz's comprehensive guide to reducing corporate waste:

- <http://www.greenbiz.com/research/report/2004/03/09/business-guide-waste-reduction-and-recycling>

Water Waste

BSR's guide on how to establish your water usage:

- http://www.bsr.org/reports/BSR_Water-Trends.pdf

EPA information about conserving water:

- <http://water.epa.gov/polwaste/nps/chap3.cfm>

Packaging

Links to get you started on sustainable packaging:

- <http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm>
- <http://sustainablepackaging.org/uploads/Documents/Definition%20of%20Sustainable%20Packaging.pdf>

Sustainability Practices

Ideas for alternative transportation programs:

- <http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTranspPrograms.pdf>

The EPA environmentally preferable purchasing guidelines for suppliers:

- <http://www.epa.gov/epp/>

EPA life cycle assessment information:

- <http://www.epa.gov/nrmrl/std/lca/lca.html>

Green Seal green products & services:

- <http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=16>

Ecologo cleaning and janitorial products:

- http://www.ecologo.org/en/certifiedgreenproducts/category.asp?category_id=21

EPA information on sustainable landscape management:

<http://www.epa.gov/epawaste/conserva/tools/greenskapes/index.htm>