



May 19, 2014

**REQUEST FOR PROPOSAL**

**CUSTODIAL SERVICES FOR:  
DOWNTOWN PHOENIX CAMPUS  
POLYTECHNIC CAMPUS  
TEMPE CAMPUS  
WEST CAMPUS**

**RFP 221405**

**DUE: 3:00 P.M., MST, 06/23/14**

Time and Date of Pre-Proposal Conference	8:00 A.M., MST, 06/05/14
Deadline for Inquiries	3:00 P.M., MST, 06/12/14
Time and Date Set for Closing	3:00 P.M., MST, 06/23/14

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## SECTION I – REQUEST FOR PROPOSAL

### RFP 221405

Arizona State University is requesting sealed proposals from qualified firms or individuals for Custodial Services for: Downtown Phoenix Campus, Polytechnic Campus, Tempe Campus, and West Campus.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 P.M., MST, Monday, June 23, 2014** 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

Megan Becka, CPSM  
Strategic Sourcing Specialist

MB/ptl

## **SECTION II – PURPOSE OF THE RFP**

### **1. INTENT**

Arizona State University seeks proposals from qualified firms for Custodial Services for its Downtown Phoenix, Polytechnic, Tempe, and West Campuses that will provide maximum value through enhanced technology, superior customer service, streamlined processes, and lower total overall cost. Qualified firms or individuals may propose for one, several or all four of the campuses. For each campus proposed all buildings on that campus must be included in that proposal. EXHIBITS 3, 4, 5, and 6 list the buildings on each campus to be included in this contract. Proposals are to include a pricing schedule for each building with a total cost for each campus as identified below, per the Specifications/Scope of Work in Section V of this Request for Proposal.

The University may elect to do multiple awards or award all to one firm.

### **2. BACKGROUND INFORMATION**

Arizona State University (ASU) is one of the premier metropolitan public research universities in the nation. Enrolling more than 73,000 undergraduate, graduate, and professional students on four campuses in metropolitan Phoenix, ASU maintains a tradition of academic excellence in core disciplines and has become an important global center for innovative interdisciplinary teaching and research. ASU offers outstanding resources for study and research, including libraries and museums with important collections, studios and performing arts spaces for creative endeavors, and unsurpassed state-of-the-art scientific and technological laboratories and research facilities.

In addition to the historic Tempe campus, a college town in the midst of a dynamic metropolitan region, the University comprises two newer campuses with more specialized missions: ASU West, in northwest Phoenix adjacent to Glendale, and ASU Polytechnic in Mesa. ASU's Downtown Phoenix Campus offers academic programs and professional certificate programs. A major expansion to ASU Facilities is currently underway with a fourth campus in operation at an ASU-owned facility in downtown Phoenix and a fifth campus to be constructed in the North Valley. This growth is planned to accommodate the increase in students to approximately 90,000+ by 2020. Residential facilities on the Tempe Campus are being expanded through new construction projects and the purchase of existing apartment complexes to allow the residential population to grow to an anticipated 15,000 students.

ASU is research-driven but focused on learning—teaching is carried out in a context that encourages the creation of new knowledge. ASU currently ranks fifth among public universities in its enrollment of freshmen merit scholars. The university champions diversity, and is international in scope, welcoming students

from all 50 states and nations across the globe. ASU is an active partner with the private sector in initiatives to enhance the social well-being, economic competitiveness, cultural depth, and quality of life of metropolitan Phoenix and the state.

Arizona State University (ASU) is taking action to discover new pathways for a thriving economic system, a healthy ecosphere, and a more just society. Our intention is to conduct our day-to-day operations in ways that help maximize the university's positive impacts and provide optimal living, working, and learning environments, while minimizing ASU's negative impact on the planet. Arizona State University is committed to achieving zero solid waste across all campus locations by 2015. ASU defines zero solid waste as a 90 percent reduction in landfill waste from our current business-as-usual status.

The University will achieve its zero waste goal through diversion and aversion. Waste is diverted from the landfill through recycling, composting, and reusing or repurposing. Waste is averted through reduced consumption.

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

### **3. TERM OF CONTRACT**

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

### SECTION III – PRE-PROPOSAL CONFERENCE

- No pre-proposal conference will be held.
- A pre-proposal conference will be held at 8:00 AM MST on Thursday 6/05/14 in USB 2105 at the University Services Building on the Tempe Campus

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

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

Self-guided campus visits can be scheduled with the Campus Facilities Director(s):

Downtown Phoenix Campus – Dominique LaRoche, [Dominique.Laroche@asu.edu](mailto:Dominique.Laroche@asu.edu)

Polytechnic campus - John Herrera, [john.a.herrera@asu.edu](mailto:john.a.herrera@asu.edu)

Tempe campus - Joe Metzger, [JoeMetzger@asu.edu](mailto:JoeMetzger@asu.edu)

West campus - John Mulkey, [jmulkey1@mainex1.asu.edu](mailto:jmulkey1@mainex1.asu.edu)

## SECTION IV – INSTRUCTIONS TO PROPOSERS

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

Name of Proposer

Title of Proposal

RFP Number

Date and Time Proposal is Due

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

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building (USB) 1551 S. Rural Road, Tempe, AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). 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 must be submitted as a complete document set as follows:
  - **One (1)** clearly marked hardcopy original in 8.5" x 11" double-sided, non-binding form. No metal or plastic binding – please use folder or clip for easy removal of proposal. And
  - **One (1)** electronic copy (CD, FLASH Drive, etc.) **identical to the hardcopy**, PC readable, labeled, no passwords, and **less than 10 MB. One single** continuous document, no folders nor multiple files. And
  - **Two (2)** electronic copies of financial statements (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and less than 10 MB. One single continuous document, no folders.

Any confidential and/or proprietary documents **must** be submitted as follows:

- **One (1)** separate, sealed, clearly marked hardcopy. And
- **One (1)** separate, sealed CD, **identical to the hardcopy** and labeled
- **All other confidential markings will be disregarded as boilerplate.**
- **See item 10 for additional information.**

Proposer must check and play all flash drives or CDs before submitting. Company marketing materials should not be included unless the RFP specifically requests them. All photos must be compressed to small size formats.

4. 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 content paper).
5. You may withdraw your proposal at any time prior to the time and date set for closing.
6. 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 Executive Director of Purchasing and Business Services and in complete accordance with University policies and procedures.
7. 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.
8. 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.
9. 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.
10. 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 Executive Director of Purchasing and Business Services concurs, this information will not be considered public information. The Executive 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.
11. **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 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.**
12. 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.

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. **EXCEPTIONS:** 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 XII. 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.**
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. 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.
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. **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.**

19. All required performance and payment bonds shall be held by the University in a secure location until the performance of the Agreement 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 the bonds. Until such time the bonds shall remain in full force and effect.
20. 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 Universities may purchase goods and/or services from any agreement resulting from this solicitation.**
21. 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 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 Agreement that may result from this Request for Proposal.
22. 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 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 Agreement that may result from this Request for Proposal.
23. 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:

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

Tel: 480-965-4370

Fax: 480-965-2234  
E-mail: Megan.Becka@asu.edu

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

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

24. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
25. 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.
26. 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.
27. 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.
28. 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.

- 29.** All systems containing ASU data must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed in such a way that they are in compliance or are consistent with ASU's policies and standards regarding data usage and information security. In an effort to diminish information security threats, Successful Proposer will (or will require the third party host appointee to):
- i. Complete SSAE 16 or substantially equivalent reviews in accordance with ASU policies, as the same may be amended from time to time, which reviews are subject to review and approval by ASU. At the present time no more than two reviews per year are required.
  - ii. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the delegated services network and systems at regular intervals in accordance with ASU's policies and standards. Weaknesses must be corrected within a specified period of time as defined in ASU's policies and standards as amended from time to time.
  - iii. Use secure development and coding standards including secure change management procedures in accordance with ASU's policies and standards as the same may be amended from time to time. Internal standards and procedures are to be provided to ASU for review and approval a minimum of one time annually.
  - iv. Carry out updates and patch management in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon request.
  - v. Control access to ASU's resources, including sensitive data, limiting access to legitimate business need based on an individual's job-related assignment. Access will be approved and tracked by the system owner to ensure proper usage and accountability and shall be subject to review by ASU upon request.
  - vi. Report information security incidents immediately (including, but not limited to those that involve information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).
- 30.** 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:

Nichol Luoma  
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.

31. 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 190,000 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. <http://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.

### **Sun Devil Sports Marketing**

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](mailto: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:**
  - 3 TV Channels – Eight HD, Eight Life & Eight World
  - Eight Magazine – 50,000 households each month
  - Web views – [www.azpbs.org](http://www.azpbs.org) (100,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses ... and more.

Contact: Janine Haley, Eight Corporate Support at 602-496-6202 or [Janine.Haley@asu.edu](mailto:Janine.Haley@asu.edu)

## SECTION V – SPECIFICATIONS/SCOPE OF WORK

Along with ASU's standard terms and conditions the eventual contract will include the mandatory and preferred provisions stated in the Values Based Standard for Business Relationships document located in the forms section of this RFP.

### TECHNICAL SPECIFICATIONS – GENERAL

1. Common cleaning and building terms used in this Request for Proposal are defined for clarification in EXHIBIT 1: Definitions.
2. University business hours are from 8:00 AM to 5:00 PM, Monday through Friday. Academic, research, laboratory and study area hours are typically 6:30 AM to 9:30 PM, Monday through Friday, with many spaces open beyond those hours and on weekends. The Contractor will provide cleaning services for most areas during the evening and nighttime hours. Alternative schedules are identified within the campus specific requirements.

The Residence Halls are 24 hour x 365 day living environments and need services provided to accommodate needs at all times including evenings, weekends, and holidays. Noise disturbances in the residential environments are not allowed from 9pm-9am daily. Scheduled service hours are 7:00 AM to 3:30 PM, but scheduling hours can be proposed to change with the Contract Administrator. The Contractor must staff employees during evening hours (3:30 PM – 7:00 AM), weekends (Sat & Sun), and holidays to provide services and respond to emergency and duty calls. During the summer months (Mid May through Mid August) hours start at 6:00 AM.

The following are currently observed University holidays: New Year's Day; Martin Luther King Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day (to include the following Friday); Holiday Break (two days centered or adjacent to December 25<sup>th</sup>).

A current listing of University holidays can be found at <https://cfo.asu.edu/hr-holidayschedule>. Services will not be provided on these days unless the University makes such a request and pays for these additional services.

3. APPA Levels of Cleaning (EXHIBIT 7) are hereby incorporated into the terms of this agreement and will be used in the evaluation of services provided under this Contract. ASU facilities will be cleaned at minimum to the APPA Level 2 – Ordinary Tidiness standard. Signature Facilities (see Campus Specific Requirements) will be cleaned to the APPA Level 1 – Orderly Spotlessness standard.
4. This contract will be administrated at the individual campus level and each campus will designate the responsible person(s) that will serve as Contract Administrator for daily operations, including but not limited to interpretation of contract requirements, inspections of work, approval of Contractor invoices, and problem resolution.
5. Each campus has specific requirements regarding parking and driving on campus. The Contractor may be required to purchase parking permits and/or mall passes for vehicles

used within the scope of this contract, and may require campus specific training for Contractor employees that will be driving on campus malls or streets.

6. The Contractor will submit invoices for services monthly at each campus, and in some cases will invoice particular buildings and areas of buildings separately. Invoice amounts will be due and payable within 30 days of receipt by the University. The Contract Administrator at each campus will designate how invoices are to be submitted and to whom.
7. All Contractor managers, supervisors, leads, and service employees will be dressed professionally and appropriately for their specific roles. At minimum, the Contractor's leads and service employees will wear a uniform shirt which clearly identifies them as Contractor employees. Dress shirts with a company logo are recommended for supervisory and managerial staff. Close toed work shoes are required.

All Contractor supervisors, leads, and service employees will wear identification badges while on duty which clearly display their company, name and a current picture. No Contractor employees are to be on site without displaying a badge.

Pictures or facsimiles of the proposed Contractor apparel should be included with your responses and must be approved by the University prior to use on any ASU campus.

8. The Contractor will furnish and maintain a list of their employees to the Contract Administrator. The list will include the job title, scheduled hours and the initial date of assignment to University duties for each employee. All staff changes will be reported to the Contract Administrator within 24 hours. The Contractor will advise the Contract Administrator in advance of changes occurring for management/supervisory positions related to this contract.
9. All Contractor managers, supervisors, leads, and service employees will be trained for their specific duties as identified in this Section V – Specifications/Scope of Work. The Contractor will maintain a record of all training completed by each employee and have those records available for inspection by the Contract Administrator.

The following additional training is required for any Contractor employees working under this contract on any of the University campuses:

- Blood Borne Pathogens – Contractor managers, supervisors, leads and service employees should understand procedures for handling blood and other human derived infectious materials (OSHA 29 CFR 1910.1030).
- Hazardous Communications – Contractor managers, supervisors and leads should be able to identify hazardous chemicals in the workplace and understand the potential health effects from exposure (OSHA 29 CFR 1910.1200).
- Asbestos Awareness – Contractor managers, supervisors and leads should understand the types of asbestos, its uses and forms, and the potential health effects from exposure (OSHA 29 CFR 1910.1001).
- Driving On The Mall – Required for all Contractor employees that will be driving vehicles and carts on University owned streets, sidewalks, or malls. This training is available on a space available basis from ASU Environmental Health & Safety.

10. All campuses utilize the TMA work order system. All requests for services and trouble calls will be entered into TMA and, at the discretion of the campus service center, be called out to the Contractor. The Contractor will maintain a record of all calls and provide a response detailing resolution of each service request and trouble call.
11. For each campus location the Contractor will provide internal quality control checks and a minimum of quarterly ASU approved independent third party quality control reviews. Quality control reports will be provided to the Contract Administrator at each campus. The cost of these checks and reviews is to be included in this contract.
12. There will be times when the Contractor must be called out to perform emergency cleaning requests due to storms, floods, vandalism, or extra services not covered for regular custodial services. This may occur during business hours or after hours.

The Contractor will provide emergency services, such as water extraction, until the immediate concern has been resolved or the Contractor is relieved by University personnel and/or a contracted restoration specialist.

It is the responsibility of the Contractor to train their staff in asbestos awareness and not handle, disturb or remove any potential asbestos containing material resulting from an emergency.

The Contractor shall respond within 1 hour on site after receiving a request for emergency services. Where a day porter is assigned to a complex and the request is made during business hours, the porter shall respond within 20 minutes.

13. All sites may not require all technical requirements, but the omission of a requirement (space, surface, etc.) does not relieve the Contractor from the requirement to perform the services needed. This is an all-inclusive service contract; that is all custodial services are to be included, and there shall be no additional cost for technical requirements that have been inadvertently omitted.
14. The Contractor shall furnish and maintain all equipment required to adequately provide the services under this Contract. A detailed list of the equipment that is proposed to be used under this contract is to be provided with your response.
  - The Contractor will maintain a current list of all equipment used within the scope of this contract and, upon request, provide inspection and maintenance records for any corded or cordless powered machinery, including but not limited to vacuums, scrubbers, burnishes and extractors.
  - All equipment must be in good operating condition and meet or exceed all OSHA requirements for the class of work being performed.
  - Use of propane fueled equipment is not allowed in any University building.
  - Lead-Acid batteries may not be used in any equipment used or stored within any University building. Gel Cell or Absorbed Glass Matt batteries may be used in place of Lead-Acid batteries providing that they are properly maintained and charged using a charger intended for the particular battery in use.

- Any equipment unsuitable or unsafe for use shall be replaced and/or removed from the University premises.

## PRODUCT REQUIREMENTS

15. **PRODUCT:** It is the initial responsibility of the Contractor to provide all necessary cleaning chemicals and support materials required under this Contract. A detailed list of all cleaning chemicals to be used under this contract is to be provided in your proposal. The Contractor will comply with the following policies in the purchase, storage and use of chemicals.

- Comply with all federal, state, and local regulations for the storage, use and disposition of all chemicals.
- Empty chemical containers must be disposed of in accordance with any applicable federal, state and/or local regulations. It is the responsibility of the Contractor to arrange for independent removal of empty chemical containers to appropriate off-campus locations.
- Up-to-date Safety Data Sheets (SDS) for all chemicals are to be on file in the Contractor's on-site office at each building. A copy of each SDS must be on file with the Contract Administrator. It is the responsibility of the Contractor to keep all Safety Data Sheets up-to-date and on file.
- Primary and secondary containers must be properly labeled and meet all federal, state, and local regulatory requirements. Under no circumstances will secondary containers be used without clear/concise labeling (OSHA 29 CFR 1910.1200).
- Chemicals with an offensive odor will be minimized. Ammoniated products, bleach or products with high vapors or volatility are not to be used in any University buildings.
- All floor finishes must be UL listed as to slip resistance.
- Chemicals used will be the least hazardous available for the environment, the employees and staff of the University and Contractor employees. **All products used in the performance of this contract should contain little or no reactive organic compounds and, whenever possible, be Green Seal certified. Any variation from this expectation must be approved by the Contract Administrator. A detailed listing of the chemicals proposed to be used on this contract must be provided with your proposal.**

16. **PRODUCT:** All paper products provided by the Contractor for use on campus will to the maximum extent possible be composed of recycled materials. **A detailed listing of paper products to be used under this contract must be provided with your proposal.**

17. **PRODUCT:** All hand and body soap products provided for use by the Contractor on campus will to the maximum extent possible be composed of recycled materials. **A detailed listing of soap products to be used under this contract must be provided with your proposal.**

18. **PRODUCT:** The University may, at its sole discretion, elect to do a separate RFP for custodial products at a future date. At that time, the custodial services vendor(s) would

be required to purchase and manage the selected product from the selected vendor.

19. Day porters are on-site to perform minor custodial tasks (i.e. check and restock rest rooms, check common areas, emergency clean-ups, etc.). Contractor shall utilize a separate cleaning crew for actual custodial services or floor work. Porters are not on site to perform cleaning tasks overlooked by the normal cleaning crew.

Day porter staffing levels are listed in the campus site specific sections. Buildings with porter service shall require porters to remain on site for the specified hours and days per week. They are permitted to take a minimum 30-minute unpaid lunch break. Porters shall also be responsible to provide services to surrounding buildings when assigned to multi-site complexes. Porter must maintain a porter log (see Exhibit 2, Porter Log), which designates time-in and time-out.

Porter logs are to be provided to the Contract Administrator monthly. Porters not fulfilling a total day as specified will result in deductions from Contractor's monthly invoice.

20. The University requires all spills of potentially infectious and/or hazardous bio matter to be reported immediately to Environmental Health and Safety, who will secure the area and, if necessary, call for specialized clean-up services.

The Contractor must be knowledgeable of all Federal, State, and local bio hazard containment programs and provide trained personnel for such cleanups. Materials used to cleanup such spills shall be disposed of into an approved OSHA infectious biohazards disposal bag, following all guidelines established by OSHA for packaging and removal. It shall be the Contractor's responsibility to dispose of contaminated bags. Fresh unused bags shall be kept readily available by the Contractor in each custodial closet.

## REPORTING REQUIREMENTS

21. **REPORTING:** The Contractor will provide monthly a spreadsheet (MS Excel or similar) to the Contract Administrator detailing all materials and supplies used in the performance of this contract. At minimum, the report will include the building where the product was used, product name, packaging, quantity and unit cost used as a basis for billing under this contract.
22. **REPORTING:** The Contractor will provide monthly a spreadsheet (MS Excel or similar) to the Contract Administrator detailing all labor hours worked and billed in the performance of this contract. At minimum, the report will include name, position title, date of work, location of work, hours worked and the rate used as a basis for billing under this contract.
23. **REPORTING:** ASU's zero waste goals are evolving; as such there may be future requests for additional green reporting. The Contractor may be asked to provide quarterly reports to the Contract Administrator detailing performance related to supporting ASU's zero waste goals. The zero waste report will include items such as:

- Information related to the proper disposal of landfill, recycle, and compost materials into their designated disposal points (including but not limited to):
  - % compliance for the proper use of liners
  - % compliance for proper disposal to appropriate disposal point
  - % compliance for correct placement and orientation of receptacles
- Overview of strategies to improve diversion by the Contractor, and
- Specific recommendations for improvement by the University.
- Please advise if there would be additional costs associate with this request

## **TRANSITION PLAN**

24. **TRANSITION:** Proposer must provide a description and timeline of proposed conversion and program implementation activities in order to make a seamless and successful transition

## **TECHNICAL SPECIFICATIONS – SPACE REQUIREMENTS**

Technical space requirements are comprised of the following groups:

- Group 1: Restroom Areas, Locker Rooms, and Showers
- Group 2: Administrative, Office, Cubical, and Service Areas
- Group 3: Classrooms and Auditoriums
- Group 4: Gym, Dance and Multi-Purpose Wood Floors
- Group 5: Common Areas, Elevators, Entrances and Patios
- Group 6: Research Laboratories and Medical Areas
- Group 7: Data and Computer Centers
- Group 8: Custodial Closets

## **GROUP 1 – RESTROOMS, LOCKER ROOMS, AND SHOWERS**

This service is to be all-inclusive. Frequencies are minimum requirements as service may be greater dependent on building needs.

NOTE: CLEANING TOOLS USED IN RESTROOMS SHALL NOT BE UTILIZED IN OTHER GROUP REQUIREMENTS (i.e. mops, sponges, gloves, etc.). USE OF DISPOSABLE SANITARY NON-STERILE RUBBER GLOVES IS MANDATORY. Gloves are to be changed with new after each restroom.

### **DAILY:**

Empty landfill waste receptacles and replace liners daily. Clear liners only are to be used in landfill waste receptacles. Transport collected waste materials to the main disposal location in the building or adjacent area as designated by the University.

Note: As part of its Zero Waste Initiative, the University is considering the collection and composting of paper towels from these areas. This program may be adopted within the anticipated contractual period of this agreement and the Contractor will be expected to collect and transport the green waste separately in Green ASTM D6500 certified compostable liners to the main disposal location in the building or adjacent area as designated by the University. Additionally, the University may request contractor to hand pick (sort) visible contamination (except hazardous or pathogenic materials) from all streams. Please advise any additional costs associated with these requests.

Re-supply, repair and install as needed the approved dispensers for paper towels, soap, toilet paper, and water closet deodorizers. The preferred method for installation of these dispensers is with double-stick tape. Due to concerns regarding asbestos the Contractor must check with the Contract Administrator prior to making any wall penetrations for mounting of these dispensers.

Re-supply, repair and install as needed the approved vending dispensers for sanitary napkins. Due to concerns regarding asbestos the Contractor must check with the Contract Administrator prior to making any wall penetrations for mounting of these dispensers. The Contractor will collect and retain proceeds from these dispensers.

Clean mirrors, countertops, sinks, and fixtures (including toilets) using germicidal solution. ACID BASED CLEANERS OR ANY OTHER CLEANER THAT ERODES THE FINISH WILL NOT BE USED ON ANY SURFACES, FIXTURES, OR METAL SURFACES.

Flush Toilets: Mist all surfaces with germicidal solution and allow recommended dwell time. Wipe Clean and dry toilet seats, inside bowl, bowl rims, base including hold down bolts and flush valve.

Flush Urinals: Remove any foreign objects from urinals. Mist all surfaces with germicidal solution and allow recommended dwell time. Wipe clean and dry entire bowl inside and out, bowl rims, and flush valve. Clean urinal screens and replace deodorizers as needed.

Waterless Urinals: Remove any foreign objects from urinals. Mist all surfaces with germicidal solution and allow recommended dwell time. Add sealant to cartridge as required according to manufacturer's recommendations. Wipe clean and dry entire bowl inside and out, and bowl rims. Clean urinal screens and replace deodorizers as needed or at a minimum monthly. The Contractor will be responsible for maintenance, repair and/or replacement of the waterless urinal cartridges.

Wipe toilet and privacy partitions with germicidal solution and remove stains, heavy soil, graffiti, candy gum or other foreign material.

Spot clean ceramic tile/concrete walls, removing stains, heavy soil, candy, gum or other foreign material.

Mop floor with germicidal solution.

Clean and polish all stainless steel, metal and chrome.

Clean and sanitize showers using germicidal solution.

Pour one gallon of water into floor drains.

Remove graffiti/stickers and report any non-removable graffiti, stickers, or etchings promptly to the Contract Administrator or the campus call desk.

#### **WEEKLY:**

Pour one-gallon germicidal solution into floor drains. Clean grate to remove mildew or other stains.

Clean landfill, recycle, and compost receptacles (interior and exterior) using germicidal solution. If stainless steel, polish afterwards.

Machine scrub and buff floors, including a complete machine scrubbing on tile and grout.

#### **MONTHLY:**

Remove cobwebs on walls, ceiling corners, and any other places up to a height of 12 feet of the floor surface.

Completely clean all wall surfaces and partitions using germicidal solution.

Wipe down interior of all vacant lockers in area using cleaning solution. Clean all exterior surfaces of lockers.

Vacuum and clean HVAC supply and return vents within 10 feet of floor surface and surrounding ceiling within one foot perimeter of vent. Scrub vent if needed.

**SEMI-ANNUAL:**

Clean light fixture diffusers within 10 feet of the floor surface where diffusers are removable without tools.

Clean interior window glass up to 12 feet in height from the floor surface.

## **GROUP 2 – ADMINISTRATIVE, OFFICE, CUBICAL AND SERVICE AREAS**

This service is to be all-inclusive. Frequencies are minimum requirements, as service may be greater dependent on building needs.

INCLUDES, BUT NOT LIMITED TO: ADMINISTRATIVE OFFICES, FACULTY OFFICES, CUBICALS, MULTIPURPOSE ROOMS, AND STORAGE ROOMS:

### **DAILY:**

Empty landfill waste receptacles 2 times per week and recycling receptacles 3 times per week. Clear liners are required for landfill waste receptacles and may not be used for recycle receptacles. Replace liners only as needed. Individual administrative, office and cubical recycle receptacles are not to be lined. Damp wipe soiled receptacles. Transport landfill waste and recycle materials to the main disposal location in the building or adjacent area as designated by the University. Material streams cannot be combined and must be disposed into their associated disposal point. Use of separate collection barrels, such as dual barrel/trolley systems, is encouraged.

Note: As part of its Zero Waste Initiative, the University may request contractor to hand pick (sort) visible contamination (except hazardous or pathogenic materials) from all streams. Please advise any additional costs associated with this request.

Vacuum all areas of interior carpets and hard floors.

Dust mop all non-carpeted floors, then damp mop afterwards.

Dust around clear areas of furniture tops, vacant shelves, windowsills, ledges, chairs and benches. DO NOT MOVE ITEMS LOCATED ON THESE AREAS.

### **WEEKLY:**

Vacuum all fabric upholstery on chairs. Spot clean as necessary. Clean all washable non-fabric seating.

Spray buff floors that are coated with floor finish, to restore luster and dust mop afterwards.

Spot clean walls, cubicle partitions and interior window/door glass.

Clean and sanitize the interior and exterior surface of all trash and recycling containers.

### **MONTHLY:**

Wipe dust accumulation on wall artwork, photographs, white boards, bulletin boards, silk plants and silk trees.

Remove cobwebs on walls, ceiling corners, and any other places up to a height of 12 feet of the floor surface.

Vacuum and clean HVAC supply & return vents within 10 feet of floor surface and surrounding ceiling within one foot of vent. Scrub vent if needed.

Vacuum and clean under floor mats.

Machine scrub & apply 2-coats of floor finish to all VCT, polished/epoxied concrete and other designated hard floors. Furniture, fixtures and equipment removed for this purpose will not be replaced until floor is fully dry.

**QUARTERLY:**

Dust or vacuum blinds (or other window coverings) on both sides.

**SEMI-ANNUAL:**

Strip, seal and refinish all VCT, polished/epoxied concrete and other designated hard floors (2 coats of sealers, 3 coats of finish). Furniture, fixtures and equipment removed for this purpose will not be placed back in place until floor is fully dry. A schedule is to be provided to the Contract Administrator at least 3 weeks prior to work being performed. The Contractor is responsible for notifying building personnel of the cleaning schedule.

Clean light fixture diffusers within 10 feet of the floor surface where diffusers are removable without tools.

Clean interior window glass up to 12 feet in height from the floor surface.

**ANNUALLY:**

Shampoo/extract all carpeted areas. Bonnet cleaning method is not to be used in place of shampoo or extraction unless prior approval from the Contract Administrator is received.

A schedule is to be provided to the Contract Administrator at least 3 weeks prior to work being performed. The Contractor is responsible for notifying building personnel of the cleaning schedule.

## **GROUP 3 – CLASSROOMS AND AUDITORIUMS**

This service is to be all-inclusive. Frequencies are minimum requirements, as service may be greater dependent on building needs.

INCLUDES, BUT NOT LIMITED TO: CLASS ROOMS, AUDITORIUMS, GENERAL STUDY AREAS AND DEPARTMENTAL LIBRARIES.

### **DAILY:**

Empty landfill waste receptacles and recycling receptacles daily. Clear liners are required for landfill waste receptacles and may not be used for recycle receptacles. Blue bags are required to be used in recycle receptacles and may not be used in landfill waste receptacles. Replace liners only as needed. Damp wipe soiled receptacles. Transport landfill waste and recycle materials to the main disposal location in the building or adjacent area as designated by the University. Material streams cannot be combined and must be disposed into their associated disposal point. Use of separate collection barrels, such as dual barrel/trolley systems, is encouraged.

Note: As part of its Zero Waste Initiative, the University may request contractor to hand pick (sort) visible contamination (except hazardous or pathogenic materials) from all streams. Please advise any additional costs associated with this request.

Clean all white/chalk boards areas where content is not marked as "Save".

Vacuum all areas of interior carpets. Vacuum floor and entry mats.

Dust mop all non-carpeted floors, then damp mop afterwards.

Dust and spot clean clear areas of furniture tops, desk tops, vacant shelves, windowsills, ledges, chairs and benches. DO NOT MOVE ITEMS LOCATED ON THESE AREAS.

Remove any chewing gum from desks, chairs, tables, hard floors and carpets.

Clean doors, door/window glass, entry door handles, push plates, kick plates and switch plates. Spot clean wall surfaces, desktops and tables.

Spot clean carpets, tile/concrete floors, and interior window glass.

Where a seating chart is posted contractor will ensure that desks and chairs are placed in accordance with that chart.

**All missing furniture, damage, or other conditions that are not the responsibility of the Contractor should be reported promptly to the Contract Administrator.**

### **WEEKLY:**

Many University classrooms and auditoriums are in use on weekends. The Contractor will ensure that classrooms and auditoriums are clean and landfill, recycling, and compost materials (if present) are removed and properly disposed prior to 6:30 AM every Monday

(or the first day following a University holiday). Where a seating chart is posted contractor will ensure that desks and chairs are placed in accordance with that chart.

All missing furniture, damage, or other conditions that are not the responsibility of the Contractor should be reported to the Contract Administrator prior to 6:30 AM every Monday (or the first day following a University holiday).

Clean and sanitize all desktops/tables, non-fabric seating, entry door handles and push plates.

Spot clean and vacuum all fabric upholstery on chairs, including crevices.

Spray buff floors that are coated with floor finish, to restore luster and dust mop afterwards.

Spot clean walls and partitions.

Clean and sanitize the interior and exterior surface of all trash and recycling containers.

#### **MONTHLY:**

Wipe dust accumulation on wall artwork, photographs, bulletin boards, silk plants and silk trees.

Remove cobwebs on walls, ceiling corners, and any other places up to a height of 12 feet of the floor surface.

Vacuum and clean HVAC supply & return vents within 10 feet of floor surface and surrounding ceiling within one foot perimeter of vent. Scrub vent if needed.

Machine scrub & apply 2-coats of floor finish to all VCT, polished/epoxied concrete and other designated hard floors.

#### **QUARTERLY:**

Dust or vacuum blinds or other window coverings on both sides.

#### **TRI-ANNUAL:**

At the conclusion of the Fall, Spring and Summer semesters: Shampoo/extract all carpeted areas. Bonnet cleaning method is not to be used in place of shampoo or extraction unless prior approval from the Contract Administrator is received. Strip, seal and refinish all VCT, polished/epoxied concrete and other designated hard floors (2 coats of sealers, 3 coats of finish). A schedule is to be provided to the Contract Administrator at least 3 weeks prior to work being performed. The Contractor is responsible for notifying building personnel of the cleaning schedule.

Clean light fixture diffusers within 10 feet of the floor surface where diffusers are removable without tools.

Clean interior window glass up to 12 feet in height from the floor surface.

## **GROUP 4 – Gym, Dance and Multi-purpose Wood Floors**

This service is to be all-inclusive. Frequencies are minimum requirements, as service may be greater dependent on building needs.

INCLUDES, BUT NOT LIMITED TO: GYM FLOORS, BASKETBALL COURTS, HANDBALL COURTS, RACQUET BALL COURTS, DANCE FLOORS AND OTHER INDUSTRIAL WOOD FLOORS.

The methods and frequencies identified in this section are intended as general requirements. Specific floors may require a different method and/or frequency. When in doubt, the Contractor should review manufacturer's recommendations and consult with the facility representative or Contract Administrator.

### **DAILY:**

Vacuum entry floors and walk off mats. Report any missing or worn walk off mats immediately to the Contract Administrator.

Dust mop all wood floors at least twice daily using appropriately dressed mop or microfiber mop. The dust mops used on these floors are to be dedicated to this purpose and may not be the same mops used in other areas of the facility.

Remove any spills, gum or scuff marks promptly using a neutral cleaner.

Report any unusual floor wear or damage to the Contract Administrator.

Clean entry door surfaces, door glass (if applicable), and adjacent glass and frames. Clean entry door handles, push plates and kick plates.

### **WEEKLY:**

Auto scrub floors using a neutral cleaner and non-abrasive pad. Certain floors may not be auto scrubbed and will need to be damp mopped or hand tacked using an appropriate neutral cleaner and method as approved by the facility representative or Contract Administrator.

Clean and sanitize the interior and exterior surface of all trash and recycle containers.

Wash entry mats using water pressure and cleaning solution during non-business hours as necessary. Report any damaged or worn entry mats immediately to the Contract Administrator.

### **MONTHLY:**

Wipe dust accumulation on walls and ledges up to 10 feet from floor surface.

Remove cobwebs on walls, ceiling corners, and any other places up to a height of 12 feet of the floor surface.

## **GROUP 5 – COMMON AREAS, ELEVATORS, ENTRANCES AND PATIOS**

This service is to be all-inclusive. Frequencies are minimum requirements, as service may be greater dependent on building needs.

INCLUDES, BUT NOT LIMITED TO: CONFERENCE ROOMS, ENCLAVES, CORRIDORS, LOBBIES, PATIO AREAS, STAIRWELLS, ELEVATORS, ELEVATOR LANDINGS, ENTRY WAYS, HANDICAP RAMPS, EMPLOYEE BREAK/LUNCH ROOMS, AND LOUNGES.

Excepted from this contract are cafeterias and cafeteria food preparation areas. Floor care may be required in designated cafeteria eating areas as specified in detailed specifications below.

### **DAILY:**

Empty landfill waste receptacles and recycling receptacles daily. Clear liners are required for landfill waste receptacles and may not be used for recycle receptacles. Blue bags are required to be used in recycle receptacles and may not be used in landfill waste receptacles. Replace liners only as needed. Damp wipe soiled receptacles. Transport landfill waste and recycle materials to the main disposal location in the building or adjacent area as designated by the University. Material streams cannot be combined and must be disposed into their associated disposal point. Use of separate collection barrels, such as dual barrel/trolley systems, is encouraged.

Note: As part of its Zero Waste Initiative, the University is considering the collection and composting of green waste, including but not limited to food, food containers and contaminated (wet) paper products, from these areas. This program may be adopted within the anticipated period of this contract and the Contractor will be expected to collect and transport the green waste separately in Green ASTM D6500 certified compostable liners. Additionally, the University may request contractor to hand pick (sort) visible contamination (except hazardous or pathogenic materials) from all streams. Please advise any additional costs associated with these requests.

Vacuum all areas of interior carpets. Vacuum floor and entry walk off mats. Report any missing or damaged walk off mats promptly to the Contact Administrator.

Dust mop all non-carpeted floors, then damp mop afterwards.

Clean and sanitize drinking fountains and remove encrustations. Polish as needed using metal polish.

Dust around clear areas of furniture tops, windowsills, ledges, table tops and chairs. DO NOT MOVE ITEMS LOCATED ON THESE AREAS.

At entranceways and under building canopies pick up litter/debris and properly dispose into the correct landfill, recycle, or compost (if present) receptacle, remove lint, cobwebs, debris and mud from walkways, steps, floors, canopies, and ceiling corners. This includes outside areas up to 20 feet from the doorway. If necessary, clean up bird droppings. Spot clean interior and exterior stair wells.

Clean entry door surfaces, door glass (if applicable), and adjacent glass and frames. Clean entry door handles, push plates and kick plates.

Clean top surface of exterior patio tables and chairs. (Exception: Cafeteria tables and chairs).

In break rooms and lounges: Clean sinks and countertops using sanitizing agent. Clean tabletops and chairs. Fill paper towel dispensers and soap dispensers. If present, clean inside and outside of microwave ovens and exterior surface of refrigerator doors.

Clean surfaces of elevator walls, doors, door panels, control panels and door tracks.

Dust mop hard floors inside elevators and vacuum carpeted floors. Spot clean both types as needed.

Clean elevator landings on all floors, including garage levels.

Spot clean interior glass surfaces.

Spot clean carpets and hard floors.

#### **WEEKLY:**

Vacuum all fabric upholstery on chairs. Spot clean as necessary. Clean all washable non-fabric seating.

Spray buff floors that are coated with floor finish, to restore luster and dust mop afterwards.

Spot clean walls and partitions.

Clean and sanitize the interior and exterior surface of all trash and recycle containers.

Heavy sweep walks and entranceways, including all areas under canopies and 20 feet from building entrances. Debris is to be collected and removed, not blown/swept into landscaping or parking lot. Wash entry mats using water pressure and cleaning solution during non-business hours as necessary. Report any damaged or worn entry mats immediately to the Contract Administrator.

Heavy sweep all loose soil, rocks, debris from patio areas, building stairwells/steps, and handicap ramps.

Clean ceiling and/or light diffusers in elevators. Dust wipe light bulbs if no diffusers are present.

#### **MONTHLY:**

Wipe dust accumulation on wall artwork, photographs, white boards, bulletin boards, silk plants and silk trees.

Remove cobwebs on walls, ceiling corners, and any other places up to a height of 12 feet of the floor surface.

Vacuum and clean HVAC supply & return vents within 10 feet of floor surface and surrounding ceiling within one foot of vent. Scrub vent if needed. (Exception: Vents over stairways and/or landings adjacent to open areas where fall protection would be required).

Clean all baseboards/cove bases in high traffic areas.

Clean/polish elevator tracks and matching landing track.

Machine scrub & apply 2-coats of floor finish to all tiled or hard floors.

Sweep interior and exterior stairwells and wet mop. Clean stairwell rails and landings. Clean rails located on handicap ramps to remove dust accumulation and residue (including stairwells in garages).

#### **QUARTERLY:**

Dust or vacuum blinds or other window coverings on both sides.

#### **SEMI-ANNUAL:**

Shampoo/extract all carpeted areas. Bonnet cleaning method is not to be used in place of shampoo/extraction unless prior approval from the Contract Administrator is received. Strip, seal and refinish all VCT, polished concrete, epoxied concrete and other designated hard floors (2 coats of sealers, 3 coats of finish). A schedule is to be provided to the Contract Administrator at least 3 weeks prior to work being performed. The Contractor is responsible for notifying building personnel of the cleaning schedule.

Clean light fixture diffusers within 10 feet of the floor surface where diffusers are removable without tools. (Exception: Light fixtures over to stairways and/or landings adjacent to open areas where fall protection would be required).

Clean interior window glass up to 12 feet in height from the floor surface.

## **GROUP 6 – RESEARCH LABORATORIES AND MEDICAL AREAS**

This service is to be all-inclusive. Frequencies are minimum requirements as service may be greater dependent on building needs.

Custodial workers shall use disposable non-sterile rubber gloves. Gloves must be changed in between cleaning the restrooms and other areas of the facility. The gloves are to be removed prior to restocking paper supplies and hand soap. If there are no Blood Borne Pathogens present, the gloves may be disposed of within the normal trash procedures. If contaminated, the gloves are to be disposed of in a contaminated waste (red bag) container.

The methods and frequencies identified in this section are intended as general requirements. Specific areas in research and medical buildings or areas may require different methods and/or frequencies. When in doubt, the Contractor should consult with the facility representative or Contract Administrator.

### **DAILY:**

Empty landfill waste receptacles and recycling receptacles daily. Clear liners are required for landfill waste receptacles and may not be used for recycle receptacles. Blue bags are required to be used in recycle receptacles and may not be used in landfill waste receptacles. Replace liners only as needed. Damp wipe soiled receptacles. Transport landfill waste and recycle materials to the main disposal location in the building or adjacent area as designated by the University. Material streams cannot be combined and must be disposed into their associated disposal point. Use of separate collection barrels, such as dual barrel/trolley systems, is encouraged.

Note: As part of its Zero Waste Initiative, the University may request contractor to hand pick (sort) visible contamination (except hazardous or pathogenic materials) from all streams. Please advise any additional costs associated with this request.

Dust windowsills, ledges, and other horizontal building surfaces: e.g., shelves high ledges and furniture. Do **not** move any items on these areas.

Clean glass in display partitions and interior doors. Clean and sanitize all door handles and push plates. Clean kick plates.

Clean and sanitize all sinks and adjacent counter surfaces. Do not move any equipment or materials on counters. Wipe down all vinyl and hard surface furniture in common areas and lobbies with disinfectant cleaner.

Dust mop entire floor. Mop floor with neutral cleaner disinfectant (Use clear water to rinse).

Empty infectious/bio hazardous waste (red bag) and sharps containers into appropriate receptacles as directed by the facility manager. Clean receptacles with germicidal disinfectant using disposable rubber gloves. **DO NOT REMOVE RED BAGS OR SHARPS CONTAINERS LOCATED IN RESEARCH AREAS; THIS WILL BE PERFORMED BY THE RESEARCH STAFF.**

Spot clean all carpets and hard floors in traffic areas.

Vacuum all carpeted floors

**WEEKLY:**

Spray-buff finished floors and dust mop floors afterwards.

Exam rooms: If carpeted, vacuum behind and under tables. If hard floor, dust mop in same manner. Move mobile tables if necessary, but restore to original position.

Clean any stainless steel exam tables with metal polish, removing all residues.

Pour one-gallon diluted germicidal solution into floor drains. Clean grate to remove mildew or other stains.

**MONTHLY:**

Damp wipe exterior surfaces of light refrigerators (not in the labs).

Dust or vacuum blinds or other window coverings on both sides.

Remove cobwebs on walls, ceiling corners, and any other places up to a height of 12 feet of the floor surface.

Vacuum and clean HVAC supply and return vents within 10 feet of floor surface and surrounding ceiling within one foot perimeter of vent. Scrub vent if needed. (Exception: Vents over stairways and/or landings adjacent to open areas where fall protection would be required).

Machine scrub & apply 2-coats of floor finish to all VCT, polished/epoxied concrete and other designated hard floors.

**QUARTERLY:**

Wash entire wall surfaces, doors and door facings using mild detergent solution.

**SEMI-ANNUAL:**

Shampoo/extract all carpeted traffic areas. Bonnet cleaning method is not to be used in place of shampoo/extraction unless prior approval from the Contract Administrator is received. A schedule is to be provided to the Contract Administrator at least 3 weeks prior to work being performed. The Contractor is responsible for notifying building personnel of the cleaning schedule.

Strip, seal and refinish all VCT, polished/epoxied concrete and designated hard floors (2 coats of sealers, 3 coats of finish).

Clean light fixture diffusers within 10 feet of the floor surface where diffusers are removable without tools. (Exception: Light fixtures over to stairways and/or landings adjacent to open areas where fall protection would be required).

**ANNUALLY:**

Shampoo/extract all carpet area (including cubicle & office areas). No bonnet cleaning. Bonnet cleaning method is not to be used in place of shampoo/extraction unless prior approval from the Contract Administrator is received. A schedule is to be provided to the Contract Administrator at least 3 weeks prior to work being performed. The Contractor is responsible for notifying building personnel of the cleaning schedule.

## **GROUP 7 – DATA AND COMPUTER CENTERS**

This service is to be all-inclusive. Frequencies are minimum requirements as service may be greater dependent on building needs. Data center managers and operators may have specific instructions for work performed in these areas.

### **DAILY:**

Empty landfill waste receptacles and recycling receptacles daily. Clear liners are required for landfill waste receptacles and may not be used for recycle receptacles. Blue bags are required to be used in recycle receptacles and may not be used in landfill waste receptacles. Replace liners only as needed. Damp wipe soiled receptacles. Transport landfill waste and recycle materials to the main disposal location in the building or adjacent area as designated by the University. Material streams cannot be combined and must be disposed into their associated disposal point. Use of separate collection barrels, such as dual barrel/trolley systems, is encouraged.

Note: As part of its Zero Waste Initiative, the University may request contractor to hand pick (sort) visible contamination (except hazardous or pathogenic materials) from all streams. Please advise any additional costs associated with this request.

Dust mop non-carpeted floors, vacuum all carpeted floors.

Because of some data processing areas having elevated floors, lightly damp mop floors using anti-static cleaning solution. The elevated floor requires no sealers, finish, or other coating.

Spot clean carpets and hard floors.

Wet mop hallway and office tiled floors.

### **WEEKLY:**

Spot clean walls and doors.

Dust furniture, windowsills, and ledges. Do not move items located on these areas.

Clean and sanitize the interior and exterior surface of all trash containers.

Spray buff floors that are coated with floor finish, to restore luster, and dust mop afterwards.

Vacuum behind equipment using a vacuum wand, this will avoid damage to equipment and/or equipment cords.

### **MONTHLY:**

Remove cobwebs on walls, ceiling corners, and any other places up to a height of 12 feet of the floor surface.

Vacuum and clean HVAC supply and return vents (and surrounding ceiling within one foot perimeter of vent). Scrub vent if needed.

Machine scrub & apply 2-coats of floor finish to all VCT, polished/epoxied concrete and other designated hard floors (Exception: data processing elevated floors).

**QUARTERLY:**

Blinds (or other window coverings) to be dusted or vacuumed, both sides.

**SEMI-ANNUAL:**

Shampoo/Extract all carpeted traffic areas. Bonnet cleaning method is not to be used in place of shampoo/extraction unless prior approval from the Contract Administrator is received. A schedule is to be provided to the Contract Administrator at least 3 weeks prior to work being performed. The Contractor is responsible for notifying building personnel of the cleaning schedule.

Strip, seal and refinish all VCT and designated hard floors (2 coats of sealers, 3 coats of finish).

Clean light fixture diffusers within 10 feet of the floor surface where diffusers are removable without tools.

**ANNUALLY:**

Shampoo/extract all carpet area (including cubicle & office areas). Bonnet cleaning method is not to be used in place of shampoo/extraction unless prior approval from the designated University Contractor Administrator is received. A schedule is to be provided to the Contract Administrator at least 3 weeks prior to work being performed. The Contractor is responsible for notifying building personnel of the cleaning schedule.

## **GROUP 8 – CUSTODIAL CLOSETS**

### **DAILY:**

Clean the custodial sink. Floor and wall sinks are to be left empty with no material or waste blocking the drain. Where water pressured chemical mixers are utilized hoses are to be disconnected from the faucets and the valves closed whenever chemicals are not being actively mixed.

Rinse and clean mops/buckets and put in their respective place.

Damp mop any spills immediately to prevent leaks to the lower level.

Clean all custodial equipment and tools and keep stored in an orderly fashion. Put supplies/materials on shelves at proper height in orderly fashion and do not store oily rags on these shelves. Give all cloth materials adequate ventilation for drying.

Make certain all cleaning products are properly labeled in accordance with OSHA guidelines and stored in sealed and closed containers to avoid fumes being released into the HVAC System.

Landfill, recycle, and compost collection containers are to be properly emptied at the main location in building or adjacent area as designated by the University prior to storing in closet.

Custodial equipment and materials may not be stored in building equipment areas unless prior authorization is received from the Contract Administrator.

Food and drinks are not to be stored or consumed within the custodial closet.

### **WEEKLY:**

Spot clean walls and doors, and dust shelves and ledges.

### **MONTHLY:**

Sweep and damp mop floor to remove heavy soil.

Remove cobwebs on walls, ceiling corners, and any other places up to a height of 12 feet of the floor surface.

Vacuum and clean HVAC supply & return vents within 10 feet of floor surface and surrounding ceiling within one foot of vent. Scrub vent if needed.

### **SEMI-ANNUALLY:**

Clean light fixture diffusers within 10 feet of the floor surface where diffusers are removable without tools.

## **CAMPUS SPECIFIC REQUIREMENTS**

Certain buildings and areas on the individual ASU Phoenix area campuses require a level of care that differs from those defined within the general groupings above. These exceptions are detailed by campus and building in the following sections.

Minimum experience qualifications for each campus are stated. Multi campus proposals must clearly show in aggregate the minimum experience levels for all campuses proposed.

### **ASU – DOWNTOWN PHOENIX CAMPUS**

#### **GENERAL DESCRIPTION OF CAMPUS**

Arizona State University, Downtown Phoenix Campus is situated on 17.39 acres of land with a total facility count of 21 buildings/structures, although not all of these will be serviced by the Contractor. Much of the campus is open 7 days per week and it is not unusual to see faculty, researchers and students in the buildings late at night and on weekends.

Downtown Phoenix Campus metrics relevant to this RFP:

Number of Facilities Under Contract:	13
Gross Square Feet Under Contract:	1,174,134
Cleanable Square Feet Under Contract:	965,973

Additional information, including summary data listed by building is available on our Campus Data Sheets web site at <https://fdm-apps.asu.edu/UFRM/CDS/>. EXHIBIT 3 is a summary of the Downtown Phoenix campus facilities to be included in this contract.

Downtown Phoenix Campus requires a higher level of insurance coverage than ASU's standard. Please see terms and conditions for details.

#### **MINIMUM QUALIFICATIONS FOR CUSTODIAL SERVICE PROVIDERS**

Firms and individuals submitting proposals for custodial services on the ASU Downtown Phoenix Campus must have the following minimum qualifications:

- Demonstrated current or recent experience cleaning at least 500 thousand cleanable square feet on a college or university campus.
- Agree to establish and maintain for the duration of this contract a regional office within 25 miles of ASU Downtown Campus.

#### **CLEANING TIMES AND UNIQUE REQUIREMENTS**

ASU Downtown Phoenix Campus buildings will generally be cleaned after close of business for the spaces within each in accordance with the usage of that space. Business areas may generally be cleaned earlier than academic spaces such as classrooms, study areas and libraries.

The Contractor will maintain an inventory of space to be cleaned and the cleaning requirements within that space. There are spaces on campus that will be designated as No Entry/No Clean, Enter/Clean with Customer Present, Enter/Clean Upon Request, Unlock/Enter/Clean/Lock Daily, and Enter/Clean Daily (unsecured space). Additional designations may be added. The Contractor will maintain a system that identifies these spaces accordingly and must be prepared for changes in space utilization.

The following ASU Downtown Phoenix Campus facilities will be cleaned on alternate schedules and/or have unique requirements:

- The regular cleaning schedule for the Downtown Phoenix Campus will be Sunday through Thursday. Custodial hours are typically 6:00 PM to 2:00 AM. Classroom floors and main lobbies are usually cleaned after 10:00 PM.
- Keys are to be checked out by custodial staff at the electronic key box at Mercado C, Cronkite or SDFC.
- Individual offices/cubicles and their interior suite lobbies and corridors will be serviced once per week, including trash and recycling removal.
- Common areas, including but not limited to conference rooms, break rooms, lobbies and hallways will be serviced daily as specified in Group 7.

## **DAY PORTERS AND SERVICE RESPONDERS**

The following ASU Downtown Phoenix Campus facilities require the indicated number of day porters and/or service responders:

- Monday through Friday day porters are not to be provided for the Downtown Phoenix Campus under this contract.
- A part-time weekend porter will provide service to University Center (lower level through third floor), Cronkite/KAET 8 (all floors), Post Office (lower level and first floor) and Taylor Mall (between Cronkite & University Center and Central & 1st Street). Porter will also service Mercado A & C and NHI1 & NHI2 and their patio areas when events or classes are scheduled at the properties.
- A full-time additional weekend porter will provide service at the Sun Devil Fitness Center Downtown (SDFCD). This porter may also rove between the post office, AE England building and possibly other buildings based on events.

The following services are to be provided by the weekend porters:

- Exterior
  - Walk Taylor Mall and the exterior of buildings Cronkite and University Center and pick up debris (trash, broken glass, paper, cans, cigarette butts). SDFCD porter will also pick up exterior trash at the complex and immediately north of the YMCA in the designated ASU owned area.
  - Empty exterior trash and recycle containers daily.
  - Clean glass entry doors and sweep entries as needed.
  - Clean exterior tables and chairs at all buildings serviced.
  - Check all University Center exterior patios and clean as needed. Perform at NHI and Mercado patios when servicing these buildings.

- Report and clean graffiti from walls and buildings of property if needed. The location and photo and of graffiti are to be provided.
- Interior
  - Empty trash and recycle in all common areas.
  - Clean lobbies, corridors and elevators as needed. Dust mop and vacuum floors as needed.
  - Clean common area seating areas.
  - Clean areas used for occasional weekend events.
- Restrooms
  - Spot clean restrooms on identified floors
  - Stock restrooms as needed
  - Perform a final check and cleaning of University Center lower level public restrooms in library at end of shift

## **ADDITIONAL SERVICES REQUIRED FOR SPECIFIC AREAS/BUILDINGS**

### **ALL BUILDINGS**

- All stairwells in DPC buildings, internal and external, are to be damp mopped and handrails thoroughly cleaned once per week.
- Dispensers are provided and installed by Facilities Management. Issues with dispensers shall be reported to Facilities Management.
- Report any maintenance issues, including, but not limited to, burned out lights, carpet or furniture stains that cannot be removed, plumbing problems, stained ceiling tiles and elevator malfunctions.
- Spot clean walls: Use approved cleaning agents that will not remove the wall surface, wipe spots from walls, interior doors and frames.
- Posters: Remove posters except those posted on approved bulletin boards.
- Elevator stainless steel surfaces (doors, cabs, panels) will be cleaned with water sprayed on a soft cloth. Do not spray directly onto elevator. Do not use a stainless steel cleaner or oil based products. Wipe in a top down motion, not circular.
- Elevator (Johnsonite or similar) rubber floors are to be swept and mopped nightly per manufacturer specifications. Sheen is to be maintained using manufacturer specifications.
- Elevator stainless steel surfaces (doors, cabs, panels) will be cleaned with water sprayed on a soft cloth. Do not spray directly onto elevator. Do not use a stainless steel cleaner or oil based products. Wipe in a top down motion, not circular.
- Floors whether rubber, Saltillo, Terrazzo, marble, wood, concrete, etc. shall be cleaned to the daily and periodic routine specifications of the floor manufacturer. It is the contractor's responsibility research the specifications and to ensure proper care. Floors shall be spray buffed to maintain finish and appearance.

### **MERCADO**

- Common area carpets listed below shall be extracted Tri-Annually with Group 3 carpets:
  - Building A 1<sup>st</sup> floor A101L1 entry and corridor A1-022C1 and 2<sup>nd</sup> floor common area corridors
  - Building C 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floor common areas.

- Building E lobby and corridor
- Above building entry floor mats
  
- Building B
  - Crave Sandwich Shop (Suite B3) does not receive custodial service.
  - Arizona Supreme Court (Suite B4) will receive full service nightly.
  
- Building C
  - Treat restroom marble sink tops weekly to prevent water spotting.
  - CHIR Rooms 304L1 – C338 are a secured area and are not included in this contract.
  - Lobby contains marble floor.
  - Chair cleaning
    - Common area 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> floor: 25 chairs & 5 benches tri-annually
    - Classrooms C103, C145, C146, C200, C216, C230, C240, C300, C350, C356, C368: 740 chairs annually

#### NURSING AND HEALTHCARE INNOVATION 1

- Nutrition Kitchen Lab (100L3-11-A), Health Center (153-162) and Fitness Center (suite 158) are cleaned nightly.
- The first floor lobby and Nutrition Kitchen lab Concrete floors shall be machine scrubbed nightly.
- Health Center – Clean any stainless steel exam tables with metal polish, removing all residues. Spray buff finished floor and dust mop after cleaning tables (top down cleaning). Machine scrub all floors monthly.
- Common area carpets listed below shall be extracted Tri-Annually with Group 3 carpets:
  - 1<sup>st</sup> floor corridor
  - Building entry floor mats
  
- Chair Cleaning:
  - 2<sup>nd</sup> floor lobby – 2 chairs annually

#### NURSING AND HEALTHCARE INNOVATION 2

- 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> floor has Terrazzo in common area lobbies and corridors.
- Common area carpets listed below shall be extracted Tri-Annually with Group 3 carpets:
  - Building entry and stairwell floor mats
- Chair cleaning
  - 1<sup>st</sup> and 2<sup>nd</sup> floor common areas: 4 couches and 8 chairs tri-annually

#### POST OFFICE

- US Postal Service is a tenant. Service is performed Tuesdays and Thursdays 3:30 PM to 4:30 PM and Saturday mornings prior to noon. Suite VCT should be spray buffed quarterly. A sign-in and sign-out sheet will be completed by custodian at each service.
- High open ceilings located on the lower level will be cleaned quarterly to remove dust collecting on the pipes and conduit throughout the ceiling. All Contractor employees performing this work must receive training in fall protection (OSHA 1926.503).

- Cleaning of light fixtures will not include decorative lobby ceiling fixtures.
- The post office lobby Saltillo floor will be mopped and buffed nightly and burnished on a weekly basis. Strip and wax of the first floor lobby will be completed annually.
- 2<sup>nd</sup> floor Terrazzo floors shall be machine scrubbed nightly and burnished monthly. Strip and wax of the second floor restrooms and common area will be performed annually.
- Student Center has Epoxy concrete and Armstrong wood floors and shall be maintained to the manufacturer's daily and routine specifications.
- Common area carpets listed below shall be extracted Tri-Annually with Group 3 carpets:
  - Student Center room 135
  - Lower level common area carpet areas
  - Building entry floor mats
- Chair cleaning
  - Student center lower level and 1<sup>st</sup> floor: 19 chairs, 2 benches and 9 foot stools tri-annually
  - 2<sup>nd</sup> floor lobby/corridor: 7 chairs tri-annually
- Wood paneling and doors: Oil or polish with wax all exposed wood annually.

#### UNIVERSITY CENTER

- Custodial service for the lower level will commence during the school semesters after closing at midnight. Classrooms are located on the lower level, first, second and third floors.
- Tenants: Congressman Pastor (Suite 150) and MidFirst Bank (Suite 140) receive full service nightly.
- University Center Garage rubber elevator floor will be maintained per manufacturer specifications.
- MidFirst Bank has special access requirements.
- Suite 101, Bookstore, suite 110 City Café, and suite 116 Parking and Transit are not cleaned under this contract. However Suite 116 carpet is cleaned annually.
- Clean interior stairwells 100S3 and 100S5 nightly (center lobby and main library stairwells).
- Marble floor: The lobby and corridors 4-8 contain sections of marble floor.
- Terrazzo floor: LL, 2<sup>nd</sup> – 8<sup>th</sup> floor elevator lobbies and LL, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> floor north and 9<sup>th</sup> floor restrooms. Other restrooms are tile floors.
- Science labs, rooms 365, 371, 375, 381 & 383, flooring is Mondo Terranova commercial rubber sheet flooring
- Science lab flooring rooms 360L and 360M is Nora rubber sheet flooring.
- Common area carpets listed below shall be extracted Tri-Annually with Group 3 carpets:
  - Lower level library, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floor common areas
  - Building entry mats
- Chair cleaning
  - 1<sup>st</sup> floor lobby, 2<sup>nd</sup> floor common area: 5 couches, 79 chairs and 10 benches tri-annually
  - Classroom teacher chairs: approximately 18 chairs annually
- Hose down patio and concrete patio furniture between building and parking garage weekly each Sunday.

#### CRONKITE/KAET 8

- Suites 102, 104, 106, 140 are excluded from this contract.
- First, second, third, fourth, and sixth floors have classrooms.
- Concrete floors shall be machine scrubbed nightly.
- Do Not wax or seal concrete floor on first through fifth floors
- The sixth floor common area Johnsonite rubber floors shall be machine scrubbed nightly and maintained per manufacturer specifications to maintain sheen.
- Studio floors shall be wet mopped nightly and buffed weekly on Sunday with a floor buffer. Maintenance of clear sealer/sacrificial top coat on stained/ clear sealed concrete floors shall be maintained per product specifications.
- High open ceilings located on the 6th floor will be cleaned quarterly to remove dust collecting on the pipes and conduit throughout the ceiling.
- Suspended light fixtures located in the lobbies and corridors on each floor will be cleaned quarterly to remove dust collecting on light fixture.
- Studio equipment panels shall be cleaned on top, but cleaning shall not occur on the panels themselves. This will be done by ASU studio personnel.
- Loading dock area is to be swept and trash picked up nightly.
  
- Common area carpets listed below shall be extracted Tri-Annually with Group 3 carpets:
  - First floor lobby seating area and 2<sup>nd</sup> floor 215 forum area
  - Building entrance, stairwell and freight elevator floor mats on all floors
- Chair cleaning
  - 2<sup>nd</sup> floor 215 forum area and 347 mezzanine area: 54 chairs tri-annually
  - Study Room 214: 42 chairs tri-annually
  - Classrooms 122, 128 and 202: 418 fixed back auditorium chairs annually

#### SUN DEVIL FITNESS CENTER AT DPC

- Custodial service begin with pool area which currently closes one hour prior to building hours – schedule depends on days and academic schedule – current building hours are Sunday 9 AM – 9 PM, Monday – Friday 5 AM – 11 PM, Saturday 7 AM – 9 PM.
- The SDFCD has Mondo Ramflex rubber interlocking tiles, Sport Impact & Super-X rubber floors, and Maple Sports Floor as well as carpet – each floor type shall be maintained according to the manufacturers’ daily and periodic specifications.

#### AE ENGLAND BUILDING

- Custodial service begin when building closes.
- Service **excludes** the elevator lobbies 102L1 and LL 002L1, elevator and restrooms, 111 storage room, loading dock, 028B, Tenant suite 007, City of Phoenix offices 009, 010, 011, 012, 018-023A, custodial and maintenance areas and exterior patio and entries. These are maintained by tenant or City of Phoenix.

## **ASU – POLYTECHNIC CAMPUS**

### **GENERAL DESCRIPTION OF CAMPUS**

Arizona State University, Polytechnic Campus is situated on 700 acres of land with a total facility count of 712 buildings and structures, although not all of these will be serviced by the Contractor. Much of the campus is open 7 days per week and it is not unusual to see faculty, researchers and students in the buildings late at night and on weekends.

ASU Polytechnic Campus metrics relevant to this RFP:

Number of Facilities Under Contract:	69
Gross Square Feet Under Contract:	1,241,414
Cleanable Square Feet Under Contract:	1,061,976

Additional information, including summary data listed by building is available on our Campus Data Sheets web site at <https://fdm-apps.asu.edu/UFRM/CDS/>. EXHIBIT 4 is a summary of the Polytechnic Campus facilities to be included in this contract.

### **MINIMUM QUALIFICATIONS FOR CUSTODIAL SERVICE PROVIDERS**

Firms and individuals submitting proposals for custodial services on the ASU Polytechnic Campus must have the following minimum qualifications:

- Demonstrated current or recent experience cleaning at least 600 thousand cleanable square feet on a college or university campus, including experience in cleaning student residential facilities with at least 500 thousand cleanable square feet.
- Agree to establish and maintain for the duration of this contract a regional office within 25 miles of ASU Polytechnic Campus

### **CLEANING TIMES AND UNIQUE REQUIREMENTS**

ASU Polytechnic Campus buildings will generally be cleaned after close of business for the spaces within each in accordance with the usage of that space. Business areas may generally be cleaned earlier than academic spaces such as classrooms, study areas and libraries.

The Contractor will maintain an inventory of space to be cleaned and the cleaning requirements within that space. There are spaces on campus that will be designated as No Entry/No Clean, Enter/Clean with Customer Present, Enter/Clean Upon Request, Unlock/Enter/Clean/Lock Daily, and Enter/Clean Daily (unsecured space). Additional designations may be added. The Contractor will maintain a system that identifies these spaces accordingly and must be prepared for changes in space utilization.

The following ASU Polytechnic Campus facilities will be cleaned on alternate schedules and/or have unique requirements:

- Citrus Dining Restrooms Clean 3X Daily, Monday-Sunday, 7:00 AM to 7:00 PM

- Polytechnic Preparatory Academy Restrooms 3X Daily, Monday through Friday Daytime hours.
- Center Building Restrooms 3X Daily, Monday through Friday Daytime hours.
- Student Union Restrooms 3X Daily, Monday through Friday Daytime hours.
- Simulator Building Restrooms 2X Daily, Monday through Saturday Daytime hours.
- Sun Devil Fitness Complex Clean Daily, Monday-Sunday, Daytime Hours. Exact hours of service will be identified by the building managers and/or the designated University representative.
- William Campus School Clean Monday, Wednesday and Friday, Daytime Hours. Exact hours of service will be identified by the designated University representative.
- Pro Shop Clean Weekly Daytime Hours.

## **DAY PORTERS AND SERVICE RESPONDERS**

The following ASU Polytechnic Campus facilities require the indicated number of day porters and/or service responders. All day porters must be able to speak and understand English:

- Sun Devil Fitness Center – Two porters, 1 male and 1 female, 10:00 AM to 6:00 PM Monday through Friday. Lead/Floor tech 4:00 AM to 12:00 PM, Monday through Friday. Day Custodial 4:00 AM to 12:00 PM, Monday through Friday. Day porter 6:00 AM to 2:00 PM, Saturday and Sunday.
- General Campus – 3 porters, Monday through Friday, overlapping shifts covering 7:30 AM to 7:00 PM, porter service to ALL buildings under contract (see EXHIBIT 4).
- Residential areas- 1 day porter, Monday through Friday 8:00 AM to 5:00 PM with additional needs for weekend service over summer months.
- Polytechnic Preparatory Academy- 2 day porters, Monday through Friday overlapping shifts covering 7:30 AM to 7:00 PM.
- Chandler Innovation Center- 1 day porter Monday through Sunday covering 7:30 AM to 4:30 PM.

## **ADDITIONAL SERVICES REQUIRED FOR SPECIFIC AREAS/BUILDINGS**

### **BUILDING EXTERIORS**

- Contractor will clean ALL exterior ground floor glass to a height of 10 feet on a quarterly basis.
- Clean all deck, walkways, brick or concrete stairways and breezeways under over hanging sections or 20 feet from doorways of contract buildings.
- Remove all bird droppings, gum, food and drink residue, and natural materials form surface. Use appropriate tools and cleaners to avoid damaging surfaces.
- Use dry steam equipment (ex; *Gum Wizard* or similar with approved chemicals) to remove gum and other stubborn waste from walkways.
- All equipment must be demonstrated and approved by the University Contract Representative.
- Pressure wash after sweeping and dry steam completion. Avoid etching and scarring from excessive pressure/concentration on a small area. Include brick and concrete walls, concrete seating, and columns up to 60 inches from ground level. DO NOT

pressure spray plaster or stucco coated surfaces. DO NOT spray water or create water accumulation near elevator shafts. DO NOT spray any electronic or electrical fixture or control.

- Wipe clean any splatter or debris from windows, doors, trim and building surfaces resulting from pressure washing.
- DO NOT leave excess water standing on stairwells and landings.
- Stairwells and exterior breezeways will be detail cleaned on Saturday/Sunday, 1 service employee for each of the indicated days.

## **CLEANING STANDARDS FOR SIGNATURE BUILDINGS**

Cleaning standards and expectations for these buildings will be in accordance with **APPA Level 1 – Orderly Spotlessness**. A copy of the APPA cleaning levels is provided in EXHIBIT 7.

The following are Signature Buildings on the ASU Polytechnic campus that are to be serviced under this contract. Cleaning schedules will be determined by building managers and/or the designated University representative:

- ISTB3
- Union & Citrus Dining
- Center Building
- Aravaipa Auditorium

## **STUDENT UNION**

The Student Union is considered the “living room” of the ASU Polytechnic Campus and provides services to students, staff, faculty and conference groups 7 days per week. It is important that this building be maintained and cleaned to the highest possible standard. EXHIBIT 8 identifies the specific cleaning schedules and expectations required in this building.

## **RESIDENTIAL FACILITIES**

Students are the primary customers of Arizona State University and the residential facilities are their homes for the time that they attend ASU. It is important that these buildings be maintained and cleaned to the highest possible standard. EXHIBIT 9 identifies the specific cleaning schedules and expectations required in these buildings.

Individual student rooms/apartments will be deep cleaned twice per year after the Spring and Summer semesters. These services will be provided at the straight time rate for the Contract. The Contractor will anticipate the labor and materials/supplies necessary for the provision of this service.

Additional deep cleans of individual student rooms/apartments may be required due to room turnovers or other unanticipated occupancies. It is the desire of the University to have these rooms serviced at the prevailing straight time rate. Please indicate in your cost proposal the price for deep cleaning student rooms/apartments beyond the twice per year requirement.

Should the University fail to provide at least 7 days' notice of a change in occupancy or schedule that requires the Contractor to provide additional resources on short notice overtime rates may be approved. Any proposed overtime charges must be approved by the designated University representative prior to starting work.

## **SECURITY REQUIREMENTS**

The Contractor will be furnished any access cards and keys to the buildings included in this Contract and shall be held responsible for their proper use and accountability of such cards/keys. Keys and access cards will be checked out/in daily after filling out required forms and using the Key Box System.

Keys will be stored in SAM 2 Key Box at the Facilities Management Office. Shift supervisors will check out and check in each service employee's keys. Keys will be signed for daily and will be the responsibility of the employee. If classrooms are involved, access cards will be provided. Room schedules will be furnished as required. All computer rooms will be locked after room has been cleaned.

Unauthorized personnel are not to be allowed in the facilities by the Contractor. It shall be the Contractor's responsibility to secure all windows and doors, and utilize the University's door access schedule (red, yellow, green dot) when leaving the facility. The Contractor shall lock and unlock doors in accordance with the Polytechnic Campus master locking and unlocking schedule. Upon termination of this Contract, final payment will not be made until all access cards and keys have been returned to the University.

**The Contractor will be responsible for any costs incurred by the University for the loss of any card access or keys to the building included in this contract. This includes the total cost of re-keying the entire building or buildings, if necessary due to the "security level" of the type of key that is lost.**

Key replacement costs and re-keying costs will be the actual cost incurred by ASU to have this work performed. University's remedies hereunder are not exclusive and are in addition to any other remedies as provided by law.

## **ASU – TEMPE CAMPUS**

### **GENERAL DESCRIPTION OF CAMPUS**

Arizona State University, Tempe Campus is situated on 630 acres of land with a total facility count of 283 buildings/structures, although not all of these will be serviced by the Contractor. Much of the campus is open 7 days per week and it is not unusual to see faculty, researchers and students in the buildings late at night and on weekends.

Tempe Campus metrics relevant to this RFP:

Number of Facilities Under Contract:	164
Gross Square Feet Under Contract:	10,370,866
Cleanable Square Feet Under Contract:	8,572,289

Additional information, including summary data listed by building is available on our Campus Data Sheets web site at <https://fdm-apps.asu.edu/UFRM/CDS/>. EXHIBIT 5 is a summary of the Tempe campus facilities to be included in this contract.

### **MINIMUM QUALIFICATIONS FOR CUSTODIAL SERVICE PROVIDERS**

Firms and individuals submitting proposals for custodial services on the ASU Tempe Campus must have the following minimum qualifications:

- Demonstrated current or recent cleaning experience on a higher educational institution with at least 5 million cleanable square feet and experience in cleaning student residential facilities with at least 1 million cleanable square feet.
- Agree to establish and maintain for the duration of this contract a regional office within 25 miles of ASU Tempe Campus.

### **LOCKING/UNLOCKING OF TEMPE CAMPUS BUILDINGS**

The Contactor will unlock all main entrances, all stairwell doors, and all secured University classrooms in all designated Tempe campus buildings by no later than 6:30 AM, and will relock these entrances no later than 10:00 PM. The Contractor will develop and maintain a system for exact identification of doors to be locked and unlocked and must be prepared for changes in schedule/utilization/occupancy. These services will be provided Monday through Friday, excepting University holidays. The Contractor will not be responsible for locking or unlocking building doors on weekends.

### **SECURITY REQUIREMENTS**

The Contractor **will** be furnished keys and security access cards to the buildings included in this Contract. The Contractor's Representative **will** sign a separate key inventory card for each key and security access card requested and issued. The Contractor **will** be responsible for their proper use. The Contractor **will** be held liable for the cost of any replacement keys and security access cards, including the cost of replacing locks for any such building as deemed necessary by the University. Replacement costs will be at the

prevailing market rate for labor and materials. The University's remedies hereunder are not exclusive and are in addition to any other remedies as provided by law.

No unauthorized personnel will be allowed in the facilities by the Contractor. It **will** be the Contractor's responsibility to secure all windows and doors when leaving all areas within the facility (except areas designated to remain open).

The Contractor **will** maintain and furnish to the Contract Administrator a list of their employees. The list will include the job title, scheduled hours and the initial date of assignment to University duties for each employee. All staff changes must be reported to the University Contract Representative within 24 hours. Contractor **will** advise the University Contract Representative in advance of changes occurring for management/supervisory positions related to this contract.

## **CLEANING TIMES AND UNIQUE REQUIREMENTS**

ASU Tempe Campus buildings will generally be cleaned after close of business for the spaces within each in accordance with the usage of that space. Business areas may generally be cleaned earlier than academic spaces such as classrooms, study areas and libraries.

The Contractor will provide a service manager who will be on site Monday-Friday (excluding holidays) during the business hours of the University.

The Contractor will maintain an inventory of space to be cleaned and the cleaning requirements within that space. There are spaces on campus that will be designated as No Entry/No Clean, Enter/Clean with Customer Present, Enter/Clean Upon Request, Unlock/Enter/Clean/Lock Daily, and Enter/Clean Daily (unsecured space). Additional designations may be added. The Contractor will maintain a system that identifies these spaces accordingly and must be prepared for changes in space utilization.

The following Tempe Campus facilities will be cleaned on alternate schedules and/or have unique requirements:

- Sun Devil Fitness Center, Wells Fargo Arena, Material Services Building, Women's Gymnastics Training Facility and Wrestling Training Facility: Clean Daily, Monday-Friday, Daytime Hours. Exact hours of service will be identified by the building managers and/or the designated University representative.
- Wells Fargo Arena – Clean Daily, Monday-Friday, Daytime Hours. Cleaning after athletic events during evenings or on weekends is not included within the scope of this contract and custodial supplies will be replenished after these events by others.
- Grady Gammage Memorial Auditorium: Clean Daily, Monday-Friday, Early Daytime Hours. Some flexibility in schedule is required due to show and event scheduling. Exact hours of service will be determined in consultation with building management in accordance with published schedules. Contractor is not responsible for cleaning after shows and events but will be responsible for replenishing supplies after each show or event. Carpeted areas are to be cleaned via Hot Water Extraction at least twice annually and more often as required to maintain the facility at the highest level.

- Armstrong Hall, Ross-Blakely Law Library, Mona Plummer Aquatic Complex, Business Administration, Business Administration C Wing, McCord Hall: Cleaned Daily, Sunday-Thursday, Evening Hours.
- Nelson Fine Arts Center – Clean Daily, Monday-Friday, 8:00 AM – 11:00 AM
- Ceramic Research Center – Clean Daily, Monday-Friday, Daytime Hours with Customer Present
- Moeur Building – Clean Daily, Monday-Friday, Daytime Hours, US Born Staff Member(s) Only (Federal Requirement)
- Alameda Storage Facility – Clean Daily, Monday-Friday, Before 6:00 AM
- Skyspace Rotunda – Clean daily: Use blower to remove bulk of dust off surfaces; use a window cleaner to remove hand prints, body oils, and hair oils; use a mild, non-abrasive detergent (dish washing soap or similar) and a soft brush to clean stainless steel and benches; rinse with clear water and dry. Stubborn stains and mild scratches may be removed with stainless steel cleaner prior to cleaning. Report any graffiti or damage immediately to Contract Administrator.

## **DAY PORTERS AND SERVICE RESPONDERS**

The following Tempe Campus facilities require the indicated number of day porters and/or service responders:

- Hayden Library – 2 porters, Monday through Sunday, including University holidays if the libraries remain open. Porter coverage is required for the daytime and evening hours. Exact hours of service will be specified by University Library management.
- Nobel Library – 1 porter, Monday through Sunday, including University holidays where the library remains open. Exact hours of service will be determined by library management.
- Memorial Union – 4 porters, Monday through Friday, morning through afternoon. 6 porters on Saturday and Sunday, morning through evening close of business. 4 porters on University holidays, mornings and afternoons where the facility remains open. Exact hours of service will be specified by Memorial Union management.
- Coor Hall – 1 porter, Monday through Friday, 8:00 AM through 4:30 PM.
- Armstrong Hall and Ross Blakely Library – 1 porter, Monday through Friday, 8:00 AM through 4:30 PM.
- Business Administration (all buildings) – 2 shared porters, Monday through Friday, daytime and evening coverage. Exact hours will be specified by the College of Business management.
- University Services Building and Grounds Maintenance Facility – 1 shared porter, Monday through Friday, 8:00 AM through 4:30 PM.
- Schwada Classroom-Office Building and Physical Education East – 1 shared porter, Monday through Friday, 8:00 AM through 4:30 PM.
- Student Services Building – 1 porter, Monday through Friday, 8:00 AM through 4:30 PM.
- Sun Devil Fitness Club – 1 porter, Monday through Sunday, 8:00 AM through 4:30 PM, including University Holidays where the facility remains open.
- Engineering Buildings – 1 shared porter, Monday through Friday, 8:00 AM through 4:30 PM.
- Language and Literature, Social Science, and Campus Health Services - 1 shared porter, Monday through Friday, 8:00 AM through 4:30 PM.

- Payne Hall and Farmer Education - 1 shared porter, Monday through Friday, 8:00 AM through 4:30 PM.
- Art Building, Design North, Design South, Neeb Hall and Tower Building - 1 shared porter, Monday through Friday, 8:00 AM through 4:30 PM.
- Life Sciences Buildings - 1 shared porter, Monday through Friday, 8:00 AM through 4:30 PM.
- Interdisciplinary Sciences and Technology Building I – 1 porter, Monday through Friday, 8:00 AM through 4:30 PM.
- Interdisciplinary Sciences and Technology Building IV – 1 porter, Monday through Friday, 8:00 AM through 4:30 PM.
- General Campus – 3 porters (service responders), Monday through Friday, 8:00 AM through 4:30 PM. Porters will be zoned so as to provide effective and timely response to all non-portered campus buildings.
- Residential Facilities – 1 shared porter, evening hours (exact times to be specified by Residential Facilities staff). 2 shared porters, Thursday through Sunday, 10:00 PM through 6:00 AM.

## **SIGNATURE BUILDINGS**

The following Tempe Campus facilities have been identified as Signature Buildings by the University. As such, they are to be maintained at the highest possible level. Cleaning standards and expectations for these buildings will be in accordance with **APPA Level 1 – Orderly Spotlessness**. A copy of the APPA cleaning levels is provided in EXHIBIT 7.

The following are the ASU Tempe Campus Signature Buildings that are to be serviced under this contract. Cleaning schedules will be determined by building managers and/or the designated University representative:

- Grady Gammage Memorial Auditorium
- Old Main
- Piper Writers House

## **MEMORIAL UNION**

The Memorial Union is considered the “living room” of the ASU Tempe Campus and provides services to students, staff, faculty and conference groups 7 days per week. It is important that this building be maintained and cleaned to the highest possible standard. EXHIBIT 8 identifies the specific cleaning schedules and expectations required in this building.

## **RESIDENTIAL FACILITIES**

Students are the primary customers of Arizona State University and the residential facilities are their homes for the time that they attend ASU. It is important that these buildings be maintained and cleaned to the highest possible standard. EXHIBIT 9 identifies the specific cleaning schedules and expectations required in these buildings.

Proposers should note that the daily cleaning required during the academic semesters is limited to the common areas of the buildings and will be cleaned at minimum in

accordance with **Group 1, Group 2, Group 3, Group 5, Group 7 and Group 8** identified in Section 13 – Technical Space Requirements.

Individual student rooms/apartments will be deep cleaned twice per year after the Spring and Summer semesters. These services will be provided at the straight time rate for the Contract. The Contractor will anticipate the labor and materials/supplies necessary for the provision of this service.

Additional deep cleans of individual student rooms/apartments may be required due to room turnovers or other unanticipated occupancies. It is the desire of the University to have these rooms serviced at the prevailing straight time rate. Please indicate in your cost proposal the price for deep cleaning student rooms/apartments beyond the twice per year requirement.

Should the University fail to provide at least 7 days' notice of a change in occupancy or schedule that requires the Contractor to provide additional resources on short notice overtime rates may be approved. Any proposed overtime charges must be approved by the designated University representative prior to starting work.

## **ASU – WEST CAMPUS**

### **GENERAL DESCRIPTION OF CAMPUS**

Arizona State University, West Campus is situated on 278 acres of land with a total facility count of 30 buildings and structures, although not all of these will be serviced by the Contractor. Much of the campus is open 7 days per week and it is not unusual to see faculty, researchers and students in the buildings late at night and on weekends.

ASU West Campus metrics relevant to this RFP:

Number of Facilities Under Contract:	13
Gross Square Feet Under Contract:	883,036
Cleanable Square Feet Under Contract:	651,045

Additional information, including summary data listed by building is available on our Campus Data Sheets web site at <https://fdm-apps.asu.edu/UFRM/CDS/>. EXHIBIT 6 is a summary of the West campus facilities to be included in this contract.

### **MINIMUM QUALIFICATIONS FOR CUSTODIAL SERVICE PROVIDERS**

Firms and individuals submitting proposals for custodial services on the ASU West Campus must have the following minimum qualifications:

- Demonstrated current or recent experience cleaning at least 500,000 cleanable square feet on a college or university campus.
- Agree to establish and maintain for the duration of this contract a regional office within 25 miles of ASU West Campus

### **CLEANING TIMES AND UNIQUE REQUIREMENTS**

ASU West Campus buildings will generally be cleaned after close of business for the spaces within each in accordance with the usage of that space. Business areas may generally be cleaned earlier than academic spaces such as classrooms, study areas and libraries.

The Contractor will maintain an inventory of space to be cleaned and the cleaning requirements within that space. There are spaces on campus that will be designated as No Entry/No Clean, Enter/Clean with Customer Present, Enter/Clean Upon Request, Unlock/Enter/Clean/Lock Daily, and Enter/Clean Daily (unsecured space). Additional designations may be added. The Contractor will maintain a system that identifies these spaces accordingly and must be prepared for changes in space utilization.

The following ASU West Campus facilities will be cleaned on alternate schedules and/or have unique requirements:

- For Daily tasks 10:00 PM. to 6:00 AM. Sunday through Thursday unless as otherwise noted.

- For Daily tasks in secured areas 8:00 AM. to 4:30 PM. West Campus requires one (1) daytime custodian to clean areas with added security. That Schedule detail will be developed through the University Contract Representative.
- For Daily tasks in the Central Services Complex (CSC) there are secure areas (Stores, Lock Shop, Mail Services and Campus Police) that may not be serviced until 6:30 AM.
- For Daily tasks in the Sun Devil Fitness Center 4:00 AM to 12:30 PM.
- Friday and Saturday Shifts may be proposed in advance to accomplish periodic tasks 10:00pm -6:00 am (Weekly, Monthly, Quarterly, Tri-Annual Semi-Annual and Annual tasks).
- ALL periodic work shall be identified in the Contractor's **Annual Schedule** approved by the University Contract Administrator. The Annual Schedule must be submitted 60 days prior to the commencement of each contract year.

## **DAY PORTERS AND SERVICE RESPONDERS**

The following ASU West Campus facilities require the indicated number of day porters and/or service responders:

- The Contractor will provide a minimum of three (3) Day Porters to cover the hours between 630 AM and 10:00 PM; with overlapping shifts (6:30 AM – 2:00 PM, 10:00 AM – 6:30 PM, 1:30 pm – 10:00 PM). The Contractor shall provide one (1) porter for Saturday and Sunday (9:30 AM – 6:00 PM).
- A rotation schedule to cover all restrooms and other critical use areas in all buildings shall be developed through the University Contract Representative.
- The Contractor will provide (1) one day porter (Assigned specifically to Sun Devil Fitness Center) Monday – Wednesday; 10 AM – 6 PM and Saturday – Sunday; 6 AM – 2 PM.
- The Contractor shall provide one (1)Porter/Custodian for the University Center Building (UCB) Fridays 4:00 pm – 12:30 am and Saturdays 1:00 pm – 9:30 pm. Approximately 200 hours annually will be required to support event related activity. The remaining hours may be spent on regular custodial tasks within the UCB as determined by Contractor and University Contract Representative.
- All porters are available to respond to immediate requirements as directed by Facilities Management personnel. Porters shall be at the required location of service for such requests within 20 minutes.
- A common cell phone/number will be provided and maintained by the Contractor for direct communication with the porter staff. That number shall not be changed without the approval of the University Contract Representative.

## **ADDITIONAL SERVICES REQUIRED FOR SPECIFIC AREAS/BUILDINGS**

### **RESTROOMS**

- Dispensers are supplied by and installed by Facilities Management. Issues with dispensers shall be reported to Facilities Management immediately (verbally) if discovered by day staff and upon shift completion (via email) by after-hours staff.

## **COVERED EXTERIOR (98,097 square feet)**

### **MONTHLY**

- Clean all deck, walkways, brick or concrete stairways and breezeways under over hanging sections or 20 feet from doorways of contract buildings. Remove all bird droppings, gum, food and drink residue, and natural materials from surface. Use appropriate tools and cleaners to avoid damaging surfaces.
- Use dry steam equipment (ex; *Gum Wizard* or similar with approved chemicals) to remove gum and other stubborn waste.
- All equipment must be demonstrated and approved by the University Contract Representative.
- Pressure wash after sweeping and dry steam completion. Avoid etching and scarring from excessive pressure/concentration on a small area. Include brick and concrete walls and columns up to 60 inches from ground level. DO NOT pressure spray plaster or stucco coated surfaces. DO NOT spray water or create water accumulation near elevator shafts. DO NOT spray any electronic or electrical fixture or control.
- Wipe clean any splatter or debris from windows, doors, trim and building surfaces resulting from pressure washing.
- DO NOT leave excess water standing on stairwells and landings.

### **BUILDING INTERIORS GENERAL**

- Traffic areas are defined as any hallway, lobby or circulation area.
- Spot cleaning walls is defined as the non-abrasive removal of rub marks, finger prints, or any surface dirt that creates a visible contrast to the finish.
- Landfill is removed on Sunday, Tuesday and Thursday. Recycle is removed on Monday and Wednesday. Where applicable compost is removed daily or as requested.
- A list of rooms and highlighted plans will be provided to identify those areas not included in the custodial square footage. Cleaning of those areas will be performed as requested and quoted and/or billed to the University according to the pricing schedule.
- Contractor shall provide, in addition to the general requirements, complete upholstery cleaning for all common use furnishings on an **Annual** basis. This includes libraries, lobby, conference, lounges, classrooms and informal gathering areas. This does not include offices and cubicles beyond the requirements stated in the general specifications.

### **BUILDING EXTERIOR GLASS**

- Contractor will clean ALL exterior ground floor glass to a height of 12 feet on a quarterly basis.

### **PERIODIC TASKS**

- Due to the nature of the buildings and the multi-purposes of such buildings, a variety of tasks will be rendered on a periodic basis. The Contractor shall provide schedules for all periodic ( Weekly, Monthly, Quarterly, Semi Annual and Annual), task to include:
  1. Task (ex; Pressure washing, Extraction, Window cleaning)
  2. Location – Building, Floor, Section and/or Room Numbers or identifying description.
  3. Dates for all but weekly tasks.
  4. Days of the week for all weekly tasks.
- The Contractor shall provide schedules 60 days prior to the start of the contract year. All changes must be submitted in writing and approved by the University Contract Representative. Schedules will be strictly adhered to insure prompt delivery and inspection of all services.

### **QUALITY CONTROL**

- Contractor will provide a designated managerial level representative to participate in inspections and/or discussions. University Contract Representatives will set such schedules not to exceed two (2), 2 hour visits or 4 hours total per week.

### **SECURITY REQUIREMENTS**

- The Contractor **will** be furnished keys and security access cards to the buildings included in this Contract. The Contractor's Representative **will** sign a separate key inventory card for each key and security access card requested and issued. The Contractor **will** be responsible for their proper use. The Contractor **will** be held liable for the cost of any replacement keys and security access cards, including the cost of replacing locks for any such building as deemed necessary by the University. Replacement costs will be at the prevailing market rate for labor and materials. The University's remedies hereunder are not exclusive and are in addition to any other remedies as provided by law.
- No unauthorized personnel will be allowed in the facilities by the Contractor. It **will** be the Contractor's responsibility to secure all windows and doors when leaving all areas within the facility.
- Contractor's employees will be neat and clean in appearance and will wear a uniform and a clearly visible identification badge. It is the Contractor's responsibility to obtain such identification and maintain badges in good repair. The badge will have the employee's name, photograph, and company name on the face of the badge and must be displayed either on the collar or pocket of shirt/blouse or smock at all times while the employee is on the premises. Such badges will be provided by the Contractor, and no employee will be allowed to work in a campus facility without such a badge. A clear copy of each individual photo ID will be provided to the University Contract Representative via email prior to accessing any University property.
- The Contractor **will** maintain and furnish to the University Contract Representative a list of their employees. The list will include the job title, scheduled hours and the initial date of assignment to University duties for each employee. All staff changes

must be reported to the University Contract Representative within 24 hours. Contractor **will** advise the University Contract Representative in advance of changes occurring for management/supervisory positions related to this contract.

## **SECTION VI – 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 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, 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 content) 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:

- Reusable
- Recyclable
- Compostable
- Made from 100% post-consumer recycled materials
- Non-toxic, or lowest possible toxicity

Further, contractor is expected to recover packaging of all materials and supplies that are brought to or used on ASU facilities, remove it from ASU facilities, and be able to provide assurance that it is re-used, recycled, or composted. This is a requirement of all materials used/associated with the contract.

## SECTION VII – PROPOSER QUALIFICATIONS

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

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

2. 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

3. Minimum qualifications and experience requirements are stated within each campus section. If more than one campus is proposed or all campuses are proposed, the minimum qualifications and experience required is the aggregate of all campuses proposed.
4. The proposer must prepare an organizational and staffing chart of those positions to be utilized in the performance of this contract. Detailed resumes of key supervisory and managerial personnel are required.
5. Proposer must be able to demonstrate and show evidence of having the capability to provide the required services by possessing adequate available resources, including personnel, product line, order processing, delivery capabilities, maintenance, support systems, organization structure, operational controls, quality control, and other related factors.

6. The proposer must submit a list of customer references, which should include at least three (3) current and three (3) former clients, comparable to the University both in size and type of educational facilities and operations. Operations would include libraries, wet/dry labs with hazardous materials, computer and video classrooms, and electronic classrooms.
7. Subcontracting is not allowed. The agreement will be between ASU and the awarded firm, and custodians/porters are to be employees of the firm.

## **SECTION VIII – EVALUATION CRITERIA**

1. Contactor's demonstrated ability to perform the work as specified in this RFP.
2. Meet the minimum qualifications and experience as specified in the individual campus requirements. Proposals for multiple (or all) campuses must meet the combined aggregate of the minimum qualifications and experience required for each campus.
3. Cost proposals must be complete for each campus proposed. Total cost will be a consideration but will not be the sole determinant for an award. Identify any benefit or value that will be provided to ASU should a contract be awarded to your firm.
4. Demonstrated commitment to a sustainable future, particularly in the areas of custodial operations, methods and products to be used within the scope of this contract.
5. Demonstrated safety record and a commitment to safe practices with appropriate training levels for all Contactor employees.
6. Quality of references as defined in Section VII – Proposer Qualifications.
7. Demonstrated ability to provide an appropriate transition plan for program implementation activities in order to make a seamless and successful transition.

**SECTION IX – PRICING SCHEDULE**

Individuals may propose for one, several or all four of the campuses. Proposals are to include a pricing schedule for each building with a total cost for each individual campus as identified, per the Specifications/Scope of Work in Section V of this Request for Proposal. Proposer will also provide a pricing schedule with product unbundled from the cleaning services.

The Contractor agrees to furnish all labor, materials, tools, supplies, and equipment to provide custodial services to the proposed ASU campus(s) unless otherwise explicitly provided for by the University.

Proposers will provide their own itemized pricing schedules as follows. Provide quotes for each item below with bundled pricing with product and unbundled pricing without product:

1. The pricing schedule must include, at minimum, a labor and supplies cost for all listed buildings for each campus proposed, with a total proposed cost for each campus for the regular custodial services required under this contract.
2. Provide your standard billing rate for each service level (i.e. custodian, custodian lead, service responder, porter) and the percentage added to each for overtime work.
3. Provide your cost per square foot for carpet cleaning that is not included in the regular custodial services required under this contract.
4. Provide your cost per square foot for hard floor stripping and refinishing that is not included in the regular custodial services required under this contract.
5. Provide your standard billing rate for fabric furniture cleaning.
6. Provide costs for additional services as specified within the campus specific sections of this RFP (i.e. lock/unlock on the Tempe Campus).
7. Provide costs and estimated usage for the below product list. Add any additional product that will be needed to successfully meet the scope of work.

<b>Product</b>	<b>UOM</b>	<b>Est Usage</b>	<b>Cost</b>
All Purpose Cleaner			
Glass Cleaner			
Multi-Purpose Disinfectant			
Floor Finish			
Floor Sealer			
Floor Stripper			
Carpet Spotter			
Carpet Pre-Spray			
Foaming Lotion Soap			
Roll Towel			

Roll Toilet Paper			
Liner 30x36			
<b>Product</b>	<b>UOM</b>	<b>Est Usage</b>	<b>Cost</b>
Liner 38x45			
Liner 43x47			
Liner 28x45 (Blue)			
Liner 36x47 (Blue)			

## SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

### Format of Submittal

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

- **One (1)** clearly marked hardcopy original in 8.5” x 11” double-sided, non-binding form. No metal or plastic binding – please use folder or clip for easy removal of proposal. And
- **One (1)** electronic copy (CD, FLASH Drive, etc.) **identical to the hardcopy**, PC readable, labeled, no passwords, and **less than 10 MB**. **One single** continuous document, no folders, nor multiple files.
- **Two (2)** electronic copies of financial statements (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and less than 10 MB. One single continuous document, no folders.

Any confidential and/or proprietary documents **must** be submitted as follows:

- **One (1)** separate, sealed, clearly marked hardcopy. And
- **One (1)** separate, sealed CD, **identical to the hardcopy** and labeled
- **All other confidential markings will be disregarded as boilerplate.**
- **See Section IV, Instructions to Proposers, item 10 for additional information.**

### 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. RFP Checklist/Cover page per Appendix 1, and Mandatory certifications, Substitute W-9, and Sustainability Questionnaire per Section XIII
2. Detailed response to Section V Scope of Work
3. Detailed response to Section VII Proposer Qualifications
4. Pricing Schedule per Section IX
5. Exceptions to ASU’s terms and conditions
6. Any additional information or value add



## SECTION XII – TERMS & CONDITIONS

- 1. PAYMENT.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The payment terms for this Agreement are Net 30 days. An invoice shall be submitted directly to the University's Payables and Reimbursements Department, unless otherwise directed. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31st) day after the latest date of: the date of a valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that is satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct invoice was delivered to Payables and Reimbursements, and the date an order was delivered to the requesting department. The University may adjust the interest period, or deny the interest claim, based upon their documentation that there was no valid purchase order, that an incorrect invoice was submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.
- 2. REMEDIES AND APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The University and Contractor shall have all remedies afforded each by said law.
- 3. FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
- 4. ANTI-KICKBACK.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.
- 5. GRATUITIES.** The University may, by written notice to the Contractor, cancel this Agreement if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Agreement is canceled by University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
- 6. MODIFICATIONS.** This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

7. **ASSIGNMENT-DELEGATION.** No right or interest in this Agreement shall be assigned, or any obligation delegated, by Contractor without the written permission of the University. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. **INTERPRETATION-PAROL EVIDENCE.** This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.
9. **EQUAL OPPORTUNITY CLAUSE.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations or orders of the Secretary of Labor.
10. **TERMINATION FOR DEFAULT.** In the event that the Contractor shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Contractor in writing of such failure and demand that the same be remedied within 10 days. Should the Contractor fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.
11. **NO WAIVER.** No waiver by University of any breach of the provisions of this Agreement by the Contractor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.
12. **TERMINATION.** The University may by written notice, stating the extent and effective date terminate this order for convenience in whole or in part, at any time. University shall pay the Contractor as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Contractor as approved by the University, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.
13. **CANCELLATION OF STATE CONTRACT.** In accordance with A.R.S. §38-511, this Agreement may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the University is, at anytime while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

14. **LABOR DISPUTES.** Contractor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance under this Agreement.
15. **CONTRACT CLAIMS AND CONTROVERSIES.** All contract claims and controversies arising under this Agreement shall be resolved pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.
16. **CANCELLATION FOR LACK OF FUNDING.** This Agreement may be canceled without any further obligation on the part of the Arizona Board of Regents and Arizona State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Contractor shall be notified in writing of such non-appropriation at the earliest opportunity.
17. **ASSIGNMENT OF ANTI-TRUST OVERCHARGE CLAIMS.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Contractor hereby assigns to the Arizona Board of Regents for and on behalf of the University any and all claims for such overcharges.
18. **INSPECTION AND AUDIT.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at Arizona State University, or such other location as designated by Arizona State University, upon reasonable notice to the Contractor.
19. **INSOLVENCY.** The University shall have the right to terminate this Agreement at any time in the event Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
20. **ADVERTISING.** Contractor agrees that it will not use Arizona State University or any of its names or trademarks in any Contractor advertising.
21. **INDEMNIFICATION.** Contractor 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 "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (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 Contractor or any of its 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 contractor 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

22. **PARKING.** The Contractor shall obtain all parking permits and/or decals required while performing work on University premises. The Contractor should contact Parking and Transit, <http://cfo.asu.edu/pts>.
23. **OFFSHORE PERFORMANCE OF WORK PROHIBITED.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve Arizona State University and may involve access to secure or sensitive data or personal client data or development or modification of software for the University shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers.
24. **NON-DISCRIMINATION.** The successful contractor or supplier shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non – Discrimination, and Immigration.

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

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

Parties) of this policy is a condition and requirement of the contract. Vendor further agrees to enforce this contractual requirement against all Vendor Parties.

- 26. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD.** For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the current or successor standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware and provide attestation of compliance annually. The technical solution must include the following:

1. Proposer maintains their own network operating on their own dedicated infrastructure. Proposer's network includes a firewall that includes access control rules that separate Proposer's PCI network from ASU and restricts any communication between Proposer's network devices and ASU systems.
2. Proposer treats the ASU network as an untrusted network and encrypts all cardholder data traversing the ASU network using industry standard encryption algorithms.
3. A system where ASU has no ability to decrypt cardholder data.
4. Devices must be SRED (secure reading and exchange of data) and PTS 3.x compliant. EMV compliance is required by October 1, 2015.

- 27. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- 28. DEBARMENT AND SUSPENSION.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.

- 29. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 30. INTELLECTUAL PROPERTY (IP).** Created as a result of the engagement is owned by ASU per ABOR 6-908.
- 31. WARRANTIES.** In addition to any implied warranties, Contractor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples, if any, furnished by the Contractor. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 32. INSURANCE REQUIREMENTS.** Without limiting any liabilities or any other obligation of the Proposer, the Proposer shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage below. Minimum requirements are subject to change based on scope of work and contract awarded. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, 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 Contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

- 1. Commercial General Liability Insurance.** The policy shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products. Said policy shall be endorsed to contain a severability of interest provision, and shall not contain any provision which would serve to eliminate third-party action over claims. Contractor shall maintain coverage through Final Completion for Contractor and all Subconsultants engaged in the performance of services under this Agreement.

	All projects Not in Phoenix	ASU projects in City of Phoenix Owned Buildings
Each Occurrence	\$1,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$5,000,000
Products – Completed Operations Aggregate	\$1,000,000	\$1,000,000
Personal and Advertising Injury	\$1,000,000	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000	\$1,000,000
Damage to Rented Premises	\$ 50,000	\$ 50,000

- 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, the City of Phoenix shall be named as additional insureds with respect to liability arising out of the activities perform by or on behalf of the Contractor.”.**

Such additional insureds shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
- 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 and the City of Phoenix for losses arising from work performed by or on behalf of the Contractor.

## 2. Business Automobile Liability

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

Combined Single Limit (CSL) \$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, the City of Phoenix shall be named as additional insureds with respect to liability arising out of the activities perform by or on behalf of the Contractor involving automobiles owned, leased, hired or borrowed by the Contractor”.**
- 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 and the City of Phoenix for losses arising from work performed by or on behalf of the Contractor.
- c. If Hazardous Materials or waste is to be transported, the Commercial Automobile Liability insurance shall be endorsed with the MCS-90 endorsement in accordance with applicable legal requirements.

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

Workers' Compensation	Statutory
	Employers' Liability
Each Accident	\$1,000,000

Disease – Each Employee	\$1,000,000
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, employees and Colliers International Real Estate Management Services (AZ), LLC for losses arising from work performed by or on behalf of the Contractor.
- 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. Professional Liability (Errors and Omissions Liability)**

	All projects Not in Phoenix	ASU projects in City of Phoenix Owned Buildings
Each Claim	\$1,000,000	\$3,000,000
Annual Aggregate	\$2,000,000	\$3,000,000

- 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.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

The insurance obtained under this section 5 shall insure against “all risks” of direct physical loss or damage, including, without duplication of coverage, collapse, earthquake, flood, testing and startup, and ensuing damage as a result of faulty workmanship or material or both.

The policy shall name the State of Arizona, Arizona Board of Regents, and Arizona State University as loss payee for all covered losses as their interests may appear [Add: City of Phoenix if “All ASU Jobs” was Contractor’s election].

This insurance shall not cover any contractor’s equipment, including, but not limited to machinery, tools, equipment, or other personal property owned, rented, or used by the Contractor or Subcontractors in the performance of their work on the Work, which will not become a part of the Work to be accepted by the Owner.

- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract 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 State of Arizona. Such notice shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287 and shall be sent by certified mail, return receipt requested.

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

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

All certificates required by this Contract shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287. The University project/contract number and project description shall be noted on the certificate of insurance. The University reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

E. **Contractual Obligations:** The stipulation of insurance coverages in this section 3, or elsewhere, shall not be construed to limit, qualify, or waive any liabilities or obligations of Contractor, assumed or otherwise, under this Agreement.

**33. PERFORMANCE AND PAYMENT BONDS.** The Contractor shall provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of this Agreement and the payment of all obligations (100%) rising thereunder, in such form as the University may prescribe and with approved sureties. The successful Contractor shall deliver the required bonds to the University not later than the date of executing this Agreement. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to this Agreement to one hundred percent (100%) of the total value amount of each change order.

**34. SALES AND USE TAX.** The Contractor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Contractor further

agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any subcontractor to comply with the provisions of any or all said laws and amendments. The University is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from the University.

35. **PERSONNEL.** Employees of the Contractor assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.
36. **INSTALLMENT PAYMENT AGREEMENT.** The University is precluded from entering into an installment payment agreement unless such agreement can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the University. If funds are not allocated for this Agreement for periodic payment in any future annual fiscal period, following the University's formal request for funds, the University is not obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. The University agrees to notify the Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to the University in the event this provision shall be exercised. This provision shall not be construed so as to permit the University to terminate this Agreement in order to acquire similar equipment from another party.
37. **PRICE ADJUSTMENT.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Contractor. The University will not approve price increases that will merely increase the gross profitability of the Contractor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall determine whether the requested price increase or an alternate option is in the best interest of the University.
38. **THE ARIZONA STATE UNIVERSITY CONFIDENTIAL FINANCIAL INFORMATION AGREEMENT IS REQUIRED.** This agreement is necessary to comply with the requirements of the "Gramm Leach Bliley Act" dealing with the confidentiality of customer information and the Safeguarding Rule.
39. **The University and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g).** FERPA permits disclosure of student record information to "other school officials" who have a legitimate educational interest in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials". Designated representatives of Contractor will be designated as "other school officials" for purposes of this Agreement. No designated representative of the Contractor shall disclose information it receives under this agreement to any third party, except with the consent of the student or as required by law. Any disclosures made by the Contractor should comply with the University's definition of legitimate educational purpose. If any

designated representative discloses or misuses any educational record, the University will take appropriate action against the designated representative that is similar to action ASU would take against one of its employees who disclosed or misused the educational records of its students.

- 40. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS.** The Owner, the CMAR, and each Subcontractor shall include small businesses and disadvantaged business enterprises in the design, engineering and construction of the Project so long as this would result in services that are comparable in quality and would not result in a material increase in costs of the Project. A report will be required at the beginning of the project indicating the overall proposed extent of SB, SDB and DB participation; and at the conclusion of the project indicating the overall extent of SB, SDB and DB participation.

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

- 41. LEGAL WORKER REQUIREMENTS FOR SERVICE AND CONSTRUCTION CONTRACTS.** As required by Arizona Revised Statutes §41-4401, the University is prohibited after September 30, 2008 from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The Contractor 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 Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with this requirement.

- 42. VETERAN'S PREFERENCE.** Contractor agrees to provide preference in initial employment for U. S. veterans by:

Adding points to the raw score of a numerically scored screening instrument, or Hiring a veteran if, at the conclusion of the search process, a veteran is one of a number of comparably qualified candidates.

For purposes of this section, “veteran” means: an honorably separated person (honorable or general discharge) who served on active duty (not active duty for training) in the Armed Forces:

- during any war declared by Congress
- during the period April 28, 1952, through July 1, 1955;
- for more than 180 consecutive days, any part of which occurred after January 31, 1955, and before October 15, 1976;
- during the Gulf War period beginning August 2, 1990, and ending January 2, 1992; or
- for more than 180 consecutive days, any part of which occurred during the period beginning September 11, 2001, and ending on the date prescribed by Presidential proclamation or by law as the last day of Operation Iraqi Freedom; or
- in a campaign or expedition for which a campaign medal has been authorized, such as El Salvador, Lebanon, Granada, Panama, Southwest Asia, Somalia, and Haiti.

Medal holders and Gulf War veterans who originally enlisted after September 7, 1980, or entered on active duty on or after October 14, 1982, without having previously completed 24 months of continuous active duty, must have served continuously for 24 months or the full period called or ordered to active duty. Effective on October 1, 1980, military retirees at or above the rank of major or equivalent, are not entitled to preference unless they qualify as disabled veterans.

**43. CAMPUS DELIVERIES AND MALL ACCESS.** Venders and contractors should familiarize themselves with the ASU parking, campus delivery options and loading zones. Not all campus buildings are directly accessible and some require venders to unload at lots or loading areas that may not be directly adjacent to the delivery or work location. As a result venders and contractors must then transport goods by using electric style golf carts, dolly or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for vender vehicles and carts. **Walk-Only Zones prohibit access to all wheeled traffic during enforcement time and deliveries or work requiring vehicular or cart access may need to be arranged outside of the restricted hours.** For details about parking permits, vender permits, loading zones, mall access, and pedestrian mall restrictions, visit [parking.asu.edu](http://parking.asu.edu). For additional information, go to <http://walk.asu.edu/>.

**44. ASU IS TOBACCO FREE.** ASU recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Beginning Aug. 1, 2013, tobacco will be prohibited on university property, facilities, grounds, parking structures,

**SECTION XIII – MANDATORY CERTIFICATIONS & SUBSTITUTE W-9**

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

**CONFLICT OF INTEREST CERTIFICATION**

\_\_\_\_\_  
(Date)

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

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

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

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Purchasing 01-31-2007. Previous editions are obsolete and cannot be used.)

## 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.

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(Signature required)

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(Phone)

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(Print name)

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(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Federal Debarred List Certification Continued)  
(Purchasing 01-31-2007)

## ANTI-LOBBYING CERTIFICATION

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

\_\_\_\_\_  
(Date)

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

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

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

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

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

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

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

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

(Signature page follows)

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(Print title)

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(Federal Taxpayer ID Number)

(Anti-Lobbying Certification Continued)  
(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, ASU is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with Arizona Revised Statutes §23-214-A. Contractor warrants that it complies fully with all applicable federal immigration laws and regulations that relate to its employees, that it shall, as applicable or required under Arizona Revised Statutes §23-214A, verify, through the e-verify 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 to work on this Contract, and that it shall, as applicable or required under Arizona Revised Statutes §23-214A, require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.

A breach of the foregoing warranty shall be deemed a material breach of this Contract. In addition to the legal rights and remedies available to ASU hereunder and under the common law, in the event of such a breach, ASU shall have the right to terminate this Contract. Upon request, ASU shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

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(Email address)

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(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Purchasing 04-22-2014)

## VETERAN'S PREFERENCE CERTIFICATION

\_\_\_\_\_  
(Date)

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

The undersigned certifies that the below entity has a Veteran's Preference program per the following:

Contractor agrees to provide preference in initial employment for U.S. veterans by:

- Adding points to the raw score of a numerically scored screening instrument, or
- Hiring a veteran if, at the conclusion of the search process, a veteran is one of a number of comparably qualified candidates.

For purposes of this certification, "veteran" means: an honorably separated person (honorable or general discharge) who served on active duty (not active duty for training) in the Armed Forces:

- During any war declared by Congress;
- During the period April 28, 1952 through July 1, 1955;
- For more than 180 consecutive days, any part of which occurred after January 31, 1955, and before October 15, 1976;
- During the Gulf War period beginning August 2, 1990, and ending January 2, 1992; or
- For more than 180 consecutive days, any part of which occurred during the period beginning September 11, 2001, and ending on the date prescribed by Presidential proclamation or by law as the last day of Operation Iraqi Freedom; or
- In a campaign or expedition for which a campaign medal has been authorized, such as El Salvador, Lebanon, Granada, Panama, Southwest Asia, Somalia, and Haiti.

Medal holders and Gulf War veterans who originally enlisted after September 7, 1980, or entered on active duty on or after October 14, 1982, without having previously completed 24 months of continuous active duty, must have served continuously for 24 months or the full period called or ordered to active duty. Effective on October 1, 1980, military retirees at or above the rank of major or equivalent, are not entitled to preference unless they qualify as disabled veterans.

**OR**

**NOTE: As an alternate to signing this certificate shown above, you can also meet the Veteran's Certificate requirement by meeting Federal Hiring Guidelines as a Federal Contracted Provider. You self-certify that you meet the guidelines required Federally by checking the box below, signing below, and by attaching a copy of your stated hiring policy,**

**Check Box for Self-Certification per Federal Hiring Guidelines**

\_\_\_\_\_  
(Firm)

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(Address)

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(Signature Required)

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(Phone)

\_\_\_\_\_  
(Print Name)

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(Fax)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Veteran's Preference Certification Continued)  
(Purchasing 1-14-2014.)

## SUPPLIER SUSTAINABILITY QUESTIONNAIRE

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Supplier Sustainability Questionnaire must be completed and returned with your 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:

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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:

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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:

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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

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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

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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

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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

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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)

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

- No, the manufacturer of the product that I am proposing DOES NOT have an environmental policy statement
- Yes, the manufacturer of the product that I am proposing HAS an environmental policy statement  
Provide Environmental Policy Statement

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10. If you are providing a product, has the manufacturer of the product that you are 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 proposing HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, the manufacturer of the product that I am proposing HAS been cited for non-compliance of an environmental or safety issue  
Provide reason, date and outcome of the citation

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11. Has an environmental life-cycle analysis of the product that you are 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 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 proposing HAS been conducted by a certified testing organization, such as Green Seal.  
Provide certification

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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?

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## **VALUES BASED STANDARD FOR BUSINESS RELATIONSHIPS WITH SIGNIFICANT UNIVERSITY SERVICE PROVIDERS**

Arizona State University (“ASU” or “University”) is a public institution established under the Arizona Constitution and governed by the Arizona Board of Regents (ABOR). ASU is subject to Arizona Board of Regents policy, and applicable federal and State of Arizona rules, regulations and laws.

As a public institution, ASU has responsibilities to its stakeholders, including the tax payer citizens of Arizona, the students we educate and the faculty who teach them. As a general guiding business principle and in accordance with the ABOR procurement policy, ASU believes that its business is best conducted in a free market environment where goods and services are obtained through open competition to satisfy specific price performance objectives.

ASU also recognizes the obligation it has to the community beyond its institutional boundaries and the opportunity presented by its ability to influence public policy, economic development and business practices. In articulating its vision for “the New American University” we have incorporated design elements that include societal transformation, emphasis on the individual and social embeddedness. Implicit in these design imperatives is the recognition that Arizona State University will make a positive impact on the educational, economic, cultural and societal development of our region.

The substance of a university cannot be measured by bricks or mortar or even its financial health but by the quality of people who teach, study, conduct research and provide services in support of the institutional mission, and the contribution they make to our community.

ASU seeks to act responsibly in the treatment of its faculty and staff. That includes making reasonable efforts to provide a safe and secure working environment, providing opportunities for growth and development, and compensation and benefit that are competitive with other academic institutions and our local market.

Some of the service and support functions that are essential to the daily functioning of the University are provided by outside contractors who perform jobs that are often unrecognized and under appreciated by the people they serve. ASU may not set wage rates for suppliers providing goods or services to the University, nor may ASU engage in any activity in support of a collective bargaining unit or interfere with a contractor’s internal affairs, such as labor and management controversies. ASU may, however, establish a set of principles in support of economic and social opportunity for the employees of service providers that have an ongoing presence on our campuses to guide the procurement of goods and services. We can encourage equal opportunity at all levels of employment and encourage training opportunities for the purpose of improving the quality of life for individual workers, their families, and their neighborhood communities. Therefore, within the laws that govern our business practices, ASU will seek business relationships with companies who work in support of the following principles:

- Promote equal opportunity for all employees in the company
- Respect employees’ voluntary freedom of association
- Provide a compensation system that is sensitive to a competitive marketplace while enabling employees to meet basic needs, which include food, housing, health care, transportation and educational opportunity.
- Provide employees opportunities to improve skills in order to raise social and economic well being.

- Provide a safe working environment.

## **APPLICATION**

It is our intent that all contractors providing services to the University make reasonable efforts to implement and adhere to the principles articulated above. The University will formally incorporate these principles in procurement solicitations and the evaluation process for any service contract where:

- The University estimates that the contractor will employ at least ten (10) service workers whose principal place of work will be at an ASU campus, and
- The term of the agreement is one year or more.

## **MANDATORY PROVISIONS**

Vendor shall be required to adhere to the following Mandatory Provisions as a matter of contract:

### **Nondiscrimination and Affirmative Action**

Vendor shall employ individuals on the basis of their ability to do the work required. Vendor shall not subject any person to discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination, or retirement, on the basis of race, sex, gender, identity, color, religion, citizenship, national origin, ethnic origin, age, disability, marital status, Vietnam-era veteran status or other protected veteran status, newly separated veteran status, special disabled veteran status, sexual orientation, political opinion or organizational membership. Vendor shall be an equal employment opportunity employer and during the performance of any contract or agreement with the University shall comply, if applicable, with Federal Executive Order 11246, as amended and the Rehabilitation Act of 1973, as amended. Equal employment opportunity includes but is not limited to: recruitment, hiring, promotion, termination, compensation, benefits and transfers.

### **Freedom of Association and Collective Bargaining:**

Vendor shall recognize and respect the rights of employees protected by the National Labor Relations Act, as amended; or such other labor relations law as may be applicable.

### **Immigration Law:**

Vendor shall comply with all applicable state and federal immigration laws.

### **Labor Standards: Wages, Hours, Leaves, and Child Labor:**

Vendor shall recognize and respect the legal rights of employees concerning minimum and prevailing wages, wage payments, and maximum hours and overtime; legally mandated family, childbirth, and medical leaves and return to work thereafter; and limitations on child labor; including, if applicable, the rights set forth in the Federal Fair Labor Standards Act, the Federal Davis-Bacon Act, the Federal Family and Medical Leave Act, and any state laws defining such labor standards.

### **Health and Safety:**

Vendor shall provide a safe and healthful working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or resulting from the operation of the University's facilities. During the performance of any Agreement, all products, services, use of equipment, working conditions, employee training or licensing requirements, and activities performed by Vendor or Vendor's subcontractors shall be in full compliance, if applicable, with the Federal Occupational Safety and Health Act, and all other applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the environmental safety and health requirements set forth in 29 Code of Federal Regulations, 40 CFR, and 49 CFR.

**Forced Labor:**

Vendor shall not use, or purchase supplies or materials that are produced by using any illegal form of forced labor.

**Harassment or Abuse:**

No employee shall be subject to any physical, sexual, psychological, or verbal harassment or abuse. Vendor shall not use or tolerate any form of corporal punishment.

**Controlled Substances:**

Vendor must prohibit the use, possession, distribution, and/or sale of illegal drugs while on University owned or leased property.

**Weapons Policy:**

The University prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under control of the University or its affiliated or related entities, in all University residential facilities (whether managed by the University or another entity), in all University vehicles, and at all University or University affiliate sponsored events and activities. Notification by Vendor to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Vendor (Vendor Parties) of this policy is a condition and requirement of the Contract. Vendor further agrees to enforce this contractual requirement against all Vendor Parties.

**PREFERRED PROVISIONS**

The University may establish reasonable performance objectives for suppliers that are consistent with its values, and may incorporate these objectives when establishing evaluation criteria.

**Wages and Benefits:**

Vendor is encouraged to pay each on-campus employee a wage that is the highest of (a) the legal minimum wage, (b) the prevailing wage for that industry in the state or region, (c) the wage that is comparable to the wage paid by the University for similar types of work or (d) a wage that enables employees to meet basic needs, including food, housing, health care, transportation and educational opportunity. In the interest of Arizona taxpayers, Vendor should aspire to provide compensation in the form of wages and benefits that do not force employees to depend upon publicly funded social services.

**Environmental Responsibility:**

Safeguarding the environment for the benefit of all peoples now and in the future is a matter of increasing concern in the academic community as well as in society generally. Vendor shall make every effort to demonstrate environmentally responsible practices and production methods, and meet well-established certification standards. This would include minimization of waste products, use of post-consumer recycled materials, energy efficiency, and the durability, biodegradability and reparability of the products purchases from the vendor by the University.

**Employee Education and Training:**

Vendor shall provide a working environment that encourages workers to take advantage of educational enhancement opportunities at the University or elsewhere. Vendor is encouraged to allow flexibility in work schedules to accommodate those workers who wish to pursue programs of study that may interfere with regular work hours. Vendor is encouraged to maintain company sponsored scholarship, paid leave, or tuition support programs and reduce financial barriers to attaining education. Training programs should promote competency in current employee jobs and should seek to provide training in skill sets required for promotion to a higher level position, including English language training programs.

**Nondiscrimination:**

Vendor shall not subject any person to discrimination in employment, including, hiring, salary, benefits, advancement, discipline, termination, or retirement on the basis of the individual's reproductive or familial circumstances. Vendor shall accommodate the language requirements of their employees to the greatest extent practicable.

**Grievance Process:**

Every employee shall be treated with dignity and respect. Conflicts between employees and employers should be reconciled as amicably and transparently as possible, without the use of coercion or intimidation. Employees should have the right to express opinions or report complaints as they see fit without retaliation or the threat of reprisal. Vendor is encouraged to have a process in place whereby employees may register specific complaints about the employment practices of that vendor and, if practicable, to do so in the employee's primary language. If possible, the complainant's identity should be confidential.

**ALL SERVICE PROVIDERS ARE REQUIRED TO READ AND SIGN THE ASU SERVICE PROVIDER AGREEMENT PRIOR TO PERFORMING WORK THAT MAY INVOLVE DISTURBING OF ANY SURFACE MATERIALS ON ASU PROPERTY. FAILURE ON THE PART OF THE SERVICE PROVIDER TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN TERMINATION OF THE CONTRACT WITH ASU.**

**SERVICE PROVIDER ACKNOWLEDGEMENT**

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

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

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

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

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

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

**GENERAL SITE INFORMATION**

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

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

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

Web View of [Service Provider Job-Site Safety Information](#)

## **DISCLOSURE OF ASBESTOS, LEAD AND/OR OTHER HAZARDOUS MATERIALS**

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

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

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

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

The [Service Provider Job-Site Safety Information](#) Orientation document is meant to serve as a guide for the contractor/vendor, any and all of its supervisors, and any and all of its subcontractors during their performance within the scope of work under their contract with ASU. Although the document sets forth certain guidelines and rules of operations on ASU sites, it is not intended to address every potential safety and health issue that may arise during the scope of the contracted work. **IT DOES NOT COVER EVERY POSSIBLE SITUATION.**

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

## **TEMPE CAMPUS UTILITY TUNNEL SYSTEM**

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

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

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

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

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

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

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

**[Service Provider Name]** \_\_\_\_\_

**[Street Address]** \_\_\_\_\_

**[City, State Zip]** \_\_\_\_\_

The above service provider certifies that they, any and all of its subcontractor's, or its supervisors, prior to commencing any work on an ASU site, have reviewed and understand the contents of the Service Provider Job-Site Information & Guidelines document 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

RETURN TO ASU	<b>ARIZONA STATE UNIVERSITY</b> SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM – Page 1 of 2	<b>DO NOT SEND TO IRS</b>		
<p><b>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 <a href="http://www.irs.gov/pub/irs-pdf/fw8ben.pdf">http://www.irs.gov/pub/irs-pdf/fw8ben.pdf</a></b></p>				
▶ Taxpayer Identification Number (TIN)		<input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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: <input type="checkbox"/> Same as Legal Mailing Address				
DBA/Branch/Location:				
ADDRESS:				
ADDRESS LINE 2:				
CITY:	ST:	ZIP:		
▶ ENTITY TYPE				
<input type="checkbox"/> Individual (not a business)	<input type="checkbox"/> Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	<input type="checkbox"/> Corporation (NOT providing health care, medical or legal services)	<input type="checkbox"/> Corporation (providing health care, medical or legal services)	<input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC
<input type="checkbox"/> The US or any of its political subdivisions or instrumentalities	<input type="checkbox"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities	<input type="checkbox"/> Tax-exempt organizations under IRC §501	<input type="checkbox"/> An international organization or any of its agencies or instrumentalities	<input type="checkbox"/> 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.				
<b>The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding</b>				
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.

<b>RETURN TO ASU</b>	<b>ARIZONA STATE UNIVERSITY</b> SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM – Page 2 of 2	<b>DO NOT SEND TO IRS</b>
▶ <b>Legal Name:</b>		<b>TIN:</b>
<b>SECTION 1 - FEDERAL INFORMATION - REQUIRED</b>		
<b>What is the Federal classification type of your business?</b> - See definitions on link below. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) <a href="http://www.sba.gov/size">http://www.sba.gov/size</a>		
<b>LARGE Business?</b> YES <input type="checkbox"/> NO <input type="checkbox"/> <b>SMALL Business?</b> YES <input type="checkbox"/> NO <input type="checkbox"/>		
<b>Please check all that apply to your business for Federal Supplier Type:</b>		
Service Disabled Veteran Owned (VD) <input type="checkbox"/>	Small Disadvantaged (SD) <input type="checkbox"/>	Women Owned (WO) <input type="checkbox"/>
Veteran Owned (VO) <input type="checkbox"/>	Minority Institution (MI) <input type="checkbox"/>	HUB Zone (HZ) <input type="checkbox"/>
<b>SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION - REQUIRED</b>		
<b>Are you self-certified according to this State of Arizona definition?</b> <i>"100 full-time employees or less OR \$4 million in volume or less in the last fiscal year"</i>		YES <input type="checkbox"/> NO <input type="checkbox"/>
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:		
<b>PHONE:</b>	<b>FAX:</b>	
<b>VENDOR – LIST PRODUCT or SERVICE PROVIDED</b>		
<b>IF BUYER NAME IS LISTED PLEASE RETURN TO BUYER</b>	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.**

**APPENDIX 1 - RFP CHECKLIST/COVER PAGE**

The following documents are required for this proposal (please mark off each document to acknowledge that you have submitted the document in the proper format):

<input type="checkbox"/>	<b>Section 1</b>	<b>RFP Checklist/Cover Page, Mandatory Certifications, Sub W-9, Supplier Sustainability Questionnaire per Section XIII</b>
<input type="checkbox"/>	<b>Section 2</b>	<b>Detailed response to Section V Scope of Work</b>
<input type="checkbox"/>	<b>Section 3</b>	<b>Detailed response to Section VII Proposer Qualifications</b>
<input type="checkbox"/>	<b>Section 4</b>	<b>Pricing schedule per Section IX</b>
<input type="checkbox"/>	<b>Section 5</b>	<b>Exceptions to ASU's Terms &amp; Conditions</b>
<input type="checkbox"/>	<b>Section 6</b>	<b>Any additional information or value add</b>

Any confidential and/or proprietary documents **must** be submitted as a separate hard copy and separate CD and labeled per items 3 and 10 of the Instructions to Proposers. All other confidential markings will be disregarded as boilerplate.

After carefully reviewing all the terms and conditions, the authorized undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

<b>Firm Name</b>	<b>By (print &amp; sign)</b>	<b>Date</b>

<b>Phone #</b>	<b>Email Address</b>	