



Construction Manager at Risk (CMAR) Request for Qualifications (RFQ)
General Information and Selection Process

SELECTION PROCESS

A Selection Committee will evaluate the Proposals submitted in response to this RFQ. The evaluation will be to determine the qualifications of the Proposer to perform the Construction Manager at Risk design phase services and construction phase services under this RFQ based on the selection criteria listed above.

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

SHORT LIST

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

PROJECT SITE VISIT

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

INTERVIEWS

It may be the desire of the Selection Committee to learn more about the Proposers, especially their ability to provide Construction Manager at Risk design phase services and construction phase services of exceptional quality to an institutional client. The Selection Committee, at its sole discretion, may interview each Proposer on the short-list so that they may present their credentials, comparable past work and any ideas they wish to share with the Selection Committee.

The interviews are typically scheduled for forty-five minutes, but not more than one hour, including thirty minutes for the interview, and fifteen minutes for questions from the Committee. This time limit will be strictly enforced. No more than six representatives of the Proposer's team + one computer/presentation equipment operator may be present. The prospective CMAR Project Manager who will be responsible for the project day-to-day and serve as the main contact with ASU and the prospective Construction Superintendent must both attend.

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

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

RANKING

After the interviews the Selection Committee will use the selection criteria listed above to pick the three (3) Proposers deemed to be the most qualified to provide the Construction Manager at Risk design phase services and construction phase services in this RFQ and will rank the three (3)

selected Proposers in order of preference.

NOTICE OF INTENT TO AWARD OR REJECTION OF PROPOSALS

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

NEGOTIATION OF CONTRACT

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

At the time and in the manner designated in the ASU standard form Agreement of Construction Manager at Risk design phase contract documents, the CMAR will submit a proposed Guaranteed Maximum Price and ASU and the CMAR will negotiate a Guaranteed Maximum Price. When ASU and the CMAR agree upon the final Guaranteed Maximum Price, ASU and the CMAR will execute the ASU standard form of Construction Manager at Risk contract documents for construction. If negotiations for a Guaranteed Maximum Price are not successful, ASU may terminate the design phase services contract and proceed with the Project with a different contractor selected by ASU.

REGULATIONS

Should negotiations result in a contract, the agreement will be subject to all the provisions of the Arizona Board of Regents University Procurement Code and will include all the terms, clauses, and conditions required by the University Procurement Code.

DELIVERY OF INSURANCE POLICIES OR CERTIFICATES AND EXECUTION OF CONTRACT DOCUMENTS

Within ten (10) days of receipt of notice of intent to award, the successful Proposer shall deliver to ASU the required insurance policies or certificates in a form satisfactory to ASU. Policies or Certificates must reference the ASU RFQ Project Number and the ASU Project Name. Failure to do so may result in rejection of the successful Proposer's Proposal and withdrawal of the notice of intent to award. Promptly after ASU receives satisfactory insurance policies or certificates ASU will deliver to the successful Proposer two copies of the form of contract documents to be executed by the successful Proposer. This form of contract documents will be the form in Attachment 16 or ASU's then current form of contract documents. The successful Proposer shall execute and return to ASU two copies of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Proposer's Proposal and withdrawal of the notice of intent to award.

PROPOSAL PROTESTS

ASU believes that it can best maintain its reputation for treating contractors and/or 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 contractor submitting formal sealed qualifications 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 contractor 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. Second, you must submit the protest in a timely manner. In procurements requesting qualifications/proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial qualifications/proposals shall be filed before the closing date for receipt of initial qualifications/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 qualifications/proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten (10) days after a contract is awarded in connection with the procurement action. Failure to file a protest in a timely manner 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, area code, 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) Detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The response or relief requested. Protests should be directed to:

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

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

GENERAL INFORMATION

All responses to the Request for Qualifications (RFQ) should follow the format and order described in the "Proposal Contents" section below; this will allow a standard basis for evaluation. Failure to follow the instructions regarding format and order may result in rejection of your Proposal.

If the Proposer is a corporation or other legal entity, the Proposal must be signed by the legal name of the corporation followed by the name of the state of incorporation or organization and the legal signature of an officer or other person authorized to bind the corporation or other legal entity to a contract.

DEFINITION OF "PROPOSER" AND "PROPOSAL"

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

LICENSE IN ARIZONA.

All contractors engaged in ASU construction shall be licensed by the Registrar of Contractors in the State of Arizona for the types of work (construction) included in the project. Each Proposer must hold a current license of the appropriate category issued by the Arizona Registrar of Contractors at the time the Proposer submits its Proposal.

ARIZONA OFFICE

The successful Proposer will be required to have an office in the State of Arizona. If one does not already exist, the selected firm shall establish an office in Arizona within 30 days after the date of Owner's letter of intent to award contract. An office within the state is evidenced by a mailing address, telephone number, payment of utilities, registration with the Corporation Commission, and possession of appropriate business licenses.

ACCEPTANCE OF CONTRACT DOCUMENTS

The ASU standard forms of contract documents are located at [Purchasing Construction](#).

Contract and Request for Qualifications (RFQ) forms for this project include:

- CMAR Agreement
- CMAR General Conditions
- CMAR Attachments and Forms
- CMAR General Information and Selection Process
- CMAR RFQ

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

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

TEAM APPROACH

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

ASU has set the goal for the Project as completion of a quality Project meeting ASU's needs, within

ASU's budget, within ASU's time schedule at a reasonable and appropriate cost to ASU and with a reasonable and appropriate fee for the design professional, the CMAR, each subcontractor and each design professional consultant.

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

RESTRICTION ON COMMUNICATIONS

Proposers and members of their teams shall not communicate concerning this RFQ with the Design Professional for this project, the ASU Project Manager, Selection Committee members, students, or employees of ASU. Failure to abide by this requirement may result in rejection of the Proposer's Proposal.

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

WITHDRAWAL OF PROPOSALS

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

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

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

NO ASU OBLIGATION

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

INTERPRETATION OF RFQ DOCUMENTS BEFORE SUBMISSION

All questions must be submitted via the Q&A Board within the Bid Board posting of the RFQ.

INTERPRETATIONS AND Q&A BOARD

Should a Proposer find any ambiguity, inconsistency or error in the RFQ or should the Proposer be in doubt as to its meaning, the inquiry must be submitted via the Q&A Board within the Bid Board posting of the RFQ.

If a Proposer on the *Final List* at the end of the competition should fail to acknowledge the Q&A Board, the Proposer shall have the option of staying on the Final List under the terms of the RFQ including the Q&A Board or of withdrawing from the Final List in which event the next most qualified Proposer will be added to the Final List. Q&A Board are always accessible via the [Construction Bid Board](#). Failure to acknowledge the review of the Q&A Board shall not constitute a basis for claim, protest or reissue of the Request for Qualifications.

PROPRIETARY INFORMATION

If a Proposer is submitting any information it considers proprietary, the Proposer must name the file as provided in Part I of the RFQ. If the Director of ASU Purchasing and Business Services concurs, this information will not be considered public information. The Director of ASU Purchasing and Business Services is the final authority as to the extent to which material is considered proprietary or confidential. ASU shall have no liability for disclosure or use of unmarked data. Unless identified, information submitted in a Proposal may be disclosed pursuant to applicable Arizona Public Records Law and other applicable Arizona Revised Statutes.

CAMPUS DELIVERIES AND MALL ACCESS.

Vendors 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 vendors to unload at lots or loading areas that may not be directly adjacent to the delivery or work location. As a result vendors 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 vendor 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, vendor permits, loading zones, mall access, and pedestrian mall restrictions, visit parking.asu.edu. For additional information, go to <http://walk.asu.edu/>.

REGULATORY INFORMATION

1) HISTORIC PRESERVATION

No Historic Preservation issues are anticipated on these projects. ASU will coordinate with Arizona's State Historic Preservation Office (SHPO) should any issues arise. For more information refer to the [ASU Facilities Development and Management \(FDM\) Project Guidelines](#)

2) SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS

The Owner, the CMAR, and each Subcontractor shall include small businesses and disadvantaged business enterprises in the construction of the projects 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. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB and SDB") Contractors. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB and 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 and SDB participation. A description of the proposers expected efforts to solicit SB and SDB participation should be enclosed with your proposal.

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).

3) WARRANTIES

In addition to any implied warranties, Contractor warrants to ASU that: 1) the Goods/Services will be free from any defects in design, workmanship, materials, or labor; 2) all of the Services will be performed in a professional and workmanlike manner and in conformity with highest and

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

4) AUTHORIZED PRESENCE REQUIREMENTS

As required by Arizona Revised Statutes §41-4401, the University is prohibited from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). The Contractor warrants that it and its subcontractors comply fully with all applicable immigration laws, rules, and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

5) WASTE CONTAINERS

Contractors using waste containers must use and order them through ASU Grounds Maintenance Department. Anytime a waste container is ordered a review will be done at that time to see if a metal recycling container would also be applicable and if so, would be provided to the project at no charge as long as this container is not contaminated with other refuse.

6) WEAPONS, EXPLOSIVES, AND FIREWORKS

ASU's Weapons, Explosives, and Fireworks Policy prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12- 781, or unless written permission is given by ASU's Police Chief or a designated representative. Supplier will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Supplier of this policy and Supplier will enforce this policy against all such persons and entities.

7) ASU IS TOBACCO FREE

ASU is tobacco-free.

8) HIPAA REQUIREMENTS

To the extent applicable to any contract resulting from this RFQ, the Proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. **Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer's breach of its obligations under this paragraph.**

9) BACKGROUND CHECKS

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

10) AMERICANS WITH DISABILITIES ACT AND REHABILITATION ACT

To the extent applicable, Contractor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with ADA Laws. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

11) FOREIGN CORRUPT PRACTICES ACT/UK BRIBERY ACT/ LOCAL ANTI-CORRUPTION LAW COMPLIANCE

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

12) BUSINESS CONTINUITY PLAN

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

13) PARKING

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

14) CAMPUS DELIVERIES AND MALL ACCESS

Contractor will familiarize itself with ASU parking, campus delivery options, and loading zones. Not all campus buildings are directly accessible and some require Contractor to unload at lots or loading areas that may not be adjacent to the delivery or work location. As a result, Contractor must then transport Goods by using electric style golf carts, dolly, or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for Contractor vehicle and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement times, and deliveries or work requiring vehicular or cart access may need to be arranged outside of enforcement times. For details about parking permits, Contractor permits, loading zones, mall access, and pedestrian mall restrictions, go to <http://cfo.asu.edu/pts>. For additional information, go to <http://walk.asu.edu>.

15) ADVERTISING, PUBLICITY, NAMES AND MARKS

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

16) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

To the extent applicable, Contractor will abide by all laws and regulations that protect the privacy of healthcare information to which Contractor obtains access under the Agreement. Certain portions of the Administrative Simplification section of the Health Insurance Portability

and Accountability Act of 1996 (HIPAA), as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to Contractor and ASU, and their relationships and operation under the Agreement. If necessary, Contractor and ASU will enter into a standard Business Associate Agreement, and any other required HIPAA agreements. To the extent the terms thereof relate to Contractor's performance under the Agreement, the provisions of the Business Associate Agreement will control.

17) TITLE IX OBLIGATION

Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. ASU's Title IX Guidance is available online. Contractor will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Contractor Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Contractor Parties comply with ASU's Title IX Guidance.

18) NO BOYCOTT OF ISRAEL

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

19) GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

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

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

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

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

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

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

Made from 100% post-consumer recycled materials
Be recyclable

Reusable
Non-toxic
Biodegradable

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