



05-22-12

**REQUEST FOR PROPOSAL**

**FLOOR COVERING REQUIREMENTS FOR  
ARIZONA STATE UNIVERSITY**

**RFP 261301**

**DUE: 3:00 P.M., MST, 06/14/12**

Deadline for Inquiries

3:00 P.M., MST, 06/04/12

Time and Date Set for Closing

3:00 P.M., MST, 06/14/12

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## SECTION I – REQUEST FOR PROPOSAL

### RFP 261301

Arizona State University is requesting sealed proposals from qualified firms or individuals for **Floor Covering Requirements for Arizona State University**.

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, 06/14/12** 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

*Rob Willhoit*

Rob Willhoit  
Buyer

## SECTION II – PURPOSE OF THE RFP

### 1. **INTENT**

The University intends to contract with one or more qualified carpet manufacturers and dealers to provide carpet, resilient goods and associated services on an as-needed basis. Jobs may include capital projects, renovation projects and maintenance of existing facilities. Dealers must be able to provide services to all University campus and office locations, primarily located at the Tempe Campus; Polytechnic Campus, in Mesa; West Campus, in Glendale; and the Downtown Campus in Phoenix.

### 2. **BACKGROUND INFORMATION**

#### **Arizona State University**

Arizona State University, [www.asu.edu](http://www.asu.edu), has developed a new model for the American research university, creating an institution that is committed to excellence, access and impact. ASU measures itself by those we include, not by those we exclude; ASU embraces the educational needs of the entire population, not just a select group. We pursue research that is inspired by real world application and contributes to the public good; blurring the boundaries that traditionally separate academic disciplines. ASU assumes major responsibility for the economic, social and cultural vitality of the communities that surround it.

Arizona State University is a New American University. We are a force for discovery, turning students into thought leaders who will shape the future. In order to become that model for the New American University, ASU has undergone some radical changes over the last few years. Like many universities, we have added new buildings, hired new faculty and brought in new students. But, unlike many of our peers, we have also undertaken a massive reorganization of our institution. We have torn down walls between disciplines and encouraged collaboration among diverse units. We have altered the trajectory of the University and reevaluated the role that all universities play in society, in the economy and in education at all levels. We have changed the relationship between ASU and Arizona.

ASU is a single, unified institution comprising four differentiated campuses. We serve more than 70,000 students at the Tempe Campus; Polytechnic Campus, in Mesa; West Campus, in Glendale; and the Downtown Campus in Phoenix. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than 120 nations across the globe.

**3. TERM OF CONTRACT**

The term of this contract shall be for five (5) years. Successful proposers will be required to maintain and provide the University with certificates of insurance that meet the requirements of Section XII, Item 37.

### SECTION III – PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.

A pre-proposal conference will be held at time and date in location

## 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). Visitors may park in the USB Lot 45, located directly behind the building, using the Pay by Space machine, which has a cost of \$1.00 per hour or any portion thereof. 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:
  - a. One (1) hardcopy clearly marked 'original' in 8.5" x 11" non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal. Sections shall be index tabbed, reference Section X Form of Proposal for more specific instructions.
  - b. One (1) electronic copy on CD in PDF format, PC readable, labeled, and not password protected. **One "single"** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
  - c. Proposer must check and play all CD's before submitting. Company marketing materials are not recommended and 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 waste 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) dealers. 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. 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.**
20. The University has entered into Cooperative Purchasing Agreements with The Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful proposer, the Community College District and/or Maricopa County may access an Agreement resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
21. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures (\$AVE) cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful contractor under this solicitation, a member of \$AVE may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
22. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

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

Tel: 480-965-5378  
Fax: 480-965-0586  
E-mail: [robert.willhoit@asu.edu](mailto:robert.willhoit@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 seven (7)

calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

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

23. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
24. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.
25. The University believes that it can best maintain its reputation for treating dealers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds

of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

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

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

26. 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:**
  - TV – Channel 8 and DTV 8.1, 8.2 & 8.3
  - 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: Morrie Puzzi, Corporate Support Manager at 602-496-8550 or [mpuzzi@asu.edu](mailto:mpuzzi@asu.edu).

## **SECTION V – SPECIFICATIONS/SCOPE OF WORK**

### **1. PROPOSAL OVERVIEW**

**Since 1991 ASU has been very successful with our floor covering standardization program. With each consecutive RFP we have continued to improve upon that success. As the major university in the Phoenix metropolitan area it is our responsibility to continually strive to be a leader in environmental and sustainability issues. To that end we have incorporated new NSF/Ansi sustainability assessment standards for floor coverings.**

**The distinguishing feature of “sustainability” for any product is its “longevity quotient” which for carpet can be characterized by its resistance to wear, staining, soiling and ease of cleaning without harsh chemicals over its useful life. We therefore need products that are of the highest construction, soil resistant and are easily cleanable using the double hot water extraction method. Resilient flooring products are typically long lasting however better purchasing decisions are important when selecting floor coverings for green and sustainable buildings. We therefore ask that all resilient products rated with this standard be included and noted along with those listed that may not be.**

**Since maintenance is an ongoing problem, we are looking for options to offer to the University community. We invite proposers to offer, in detail, any maintenance program that they feel would enhance the life and look of their products.**

**Finally, we receive a myriad of floor covering job requests that range from small to extensive and we expect all guidelines and pricing to be honored no matter the size. Smaller jobs tend towards break-even but may be balanced by larger ones in time. These differences in scale should be accounted for in your pricing schedule and your individual quote methodology.**

### **2. GENERAL REQUIREMENTS**

- 2.1.** There should be no minimum yardage or minimum price requirements on any individual order for material or installation. In addition ASU does not accept overages on carpet orders except for full boxes of carpet tiles. If necessary, this requirement should be reflected in your pricing.
- 2.2.** Manufacturer will provide quick-ship samples for ASU’s display center with a replacement list and program as they are updated. The display center should be kept current.
- 2.3.** Manufacturer shall provide written notice to ASU Purchasing when products or product colors are being discontinued. This notice must be received at least two (2) weeks prior to the last available order date. At that time, the Manufacturer may request approval of a replacement product of equal quality and pricing. ASU may

request new lines and replacements for unpopular or nonperforming flooring lines at any time.

- 2.4. ASU retains the right to purchase and add non-contract products if needed.
- 2.5. A Manufacturer Website is to be provided for the use of ASU to link their product lines to the ASU Website for the end users viewing of products on the ASU Flooring Contract.
- 2.6. In order to ensure campus security, Dealers and Dealers employees may be required to obtain approval for or documentation of entry and exit during campus visits and/or work. If this is a requirement, the ASU department contact will provide specific information. Non-compliance with this requirement may result in cancellation of all ASU contracts.

### 3. QUOTATION PROCESS

- 3.1. **ASU requires that all orders for floor covering be processed through Purchasing's Furnishing Services using ASU provided forms. Floor covering is a restricted purchase and departments may not purchase via any other methods.**
- 3.2. At the start of the contract, each Dealer will receive an Excel workbook with multiple worksheets that must be used for preparation of all requests. The workbook is formatted so that Dealers enter material name, quantity and price; installation cost, and any miscellaneous costs on one worksheet. That information then self-populates the other worksheets to generate the department quote, ASU order form, invoice, etc. Purchasing can assist with any questions regarding preparation of form, transmission of quotes and orders.
- 3.3. Departments are to contact Purchasing when they have a request and Purchasing will assist them with a selection of appropriate flooring and dealers. Purchasing will then contact a Dealer and provide a department contact name, e-mail and phone number. Upon receipt, dealer must initiate communication with the department contact within three (3) business days.
- 3.4. Dealers must schedule an on-site meeting with the department contact. The Dealer should schedule this no later than two (2) business days after communicating with the department. All measurements should be from a physical site visit.
- 3.5. Dealer will work directly with the Department contact OR an Assigned contact from the Department for scope of the project, timelines and scheduling, coordination of resources and any changes or issues. Large CPMG projects may entail frequent meetings between the Dealer Lead and the GC Project Lead and updates to the CPMG Project Manager as needed to accomplish the project in the required time frame.

- 3.6. Maps of ASU campuses are located on-line: <http://www.asu.edu/map/interactive/>

For larger projects, departments can request PDF and/or AutoCAD drawings through ASU's Planning and Construction. These are not available to the general public and must be requested by an ASU faculty or staff member.

- 3.7. Dealer will enter all information into the dealer file worksheet (ONLY) of the Excel workbook and in turn e-mail **ONLY** the **Department Quote work-sheet** to the department contact with a copy to Purchasing. The full Excel workbook must **ALSO** be sent to Purchasing and **ONLY** to Purchasing.
- 3.8. It is the responsibility of the Dealer to make sure that all chargeable items are listed on the Excel workbook before sending to the department contact. No cost increases will be accepted at a later date due to Dealer error.
- 3.9. Upon request, the Dealer should provide the department contact with a color coded measurement sheet for each job. For large jobs and those involving the Capital Program Management Group (CPMG), the Dealer should provide documentation of the proposed lay-out of carpet drops and seaming diagrams for installation approval, as follows:
- 3.9.1. For carpeted areas – submit drawings showing installation of carpeting, seam diagram, pattern direction, necessary installation accessories, and showing the location of different patterns or styles of carpet.
- 3.9.2. If mixed fiber types are used on the areas shown, the fiber type must be clearly identified to facilitate future recycling. The contractor will supply reproducible prints upon request to facilitate shop drawing preparation and show locations of any threshold conditions.
- 3.9.3. It is desirable that a Dealer coordinator be assigned to the University and be able to visit the Department contact on a weekly basis, or as required by the Department contact. The coordinator should be available by cellular phone.
- 3.10. Dealers must provide a complete project time line to the department contact for approval and the Dealer must notify the department contact immediately if there are any changes to the time line.
- 3.11. Department contact or Purchasing will send the Dealer an ASU purchase order number. The Dealer should not place any order until this has been received.
- 3.12. Dealer should place order as soon as a PO number is received. The Dealer must notify the Department contact of the ship date and confirm an installation schedule within one (1) week of receiving order as this is where mistakes are often found and corrected.



#### **4. INSTALLATION PROCESS**

- 4.1. Departments are required to obtain asbestos clearance from the CPMG Asbestos Program Manager prior to installation of any floor covering and forward that approval to the Dealers. NO INSTALLATION SHALL TAKE PLACE UNTIL THE DEALER HAS RECEIVED WRITTEN VERIFICATION OF CLEARANCE. Failure to adhere to this policy could result in a fine from Maricopa County and termination from all ASU contracts.**
- 4.2. Departments request asbestos clearance for specific areas and each Dealer must ensure that only the areas listed on the request are disturbed. All additions or modifications to the job area must be submitted by the department contact for clearance via written approval from the Asbestos Team. This approval must be forwarded to the Dealer by the Department before additional areas are touched.**
- 4.3. All flooring installation must be in accordance with the manufacturer's instructions and recommended products. In the event of infractions that may void the warranty, the Dealer must carry the warranty (in writing) or present documentation from the manufacturer for acceptable substitutions of products.
- 4.4. ASTM F 2170-02 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes is the preferred moisture testing methodology. All manufacturers suggested installation methods are to be precisely followed. All Warranties are to be kept in force. It is the responsibility of Dealer to perform moisture tests according to the manufacturer's instruction and in a timely manner so the product can be installed efficiently and under warranty.
- 4.5. The Dealer should be on call 24 hours and be available for carpet installation evenings, early mornings and weekends, as required. The Dealer must be able to meet tight schedules and handle emergency installations.
- 4.6. The lead installer should be available by cell phone and must be able to communicate via intelligible English.
- 4.7. Any and all carpet tile projects must be installed so that the tiles are easily removed or replaced. The least amount of releasable adhesive should be used, while still maintaining tile integrity and adhesion as well as enforcing the warranty. If conditions exist that full spread wet installed adhesive be used, it is the responsibility of the flooring contractor to advise the Department contact BEFORE installation begins. It is also the responsibility of the Dealers to educate craftsmen and plan accordingly for provisions of dry installations.
- 4.8. Upon the completion of each project, all scraps must be removed. The carpet is to be vacuumed thoroughly. Refer also to the Recycling/Environment Section.

- 4.9. Carpet in excess of one square yard left over from installation must be tagged with building, room number amount of yardage and fiber type. Carpet tiles should be kept in original boxes. Dealer is to take the carpet to the location on campus designated by the Department Contact or University representative if the department wishes to store for future use.
- 4.10. "Attic Stock" must be delivered to AND "signed-for" by the Departments **before** project installation begins.
- 4.11. Dealers should perform a walk-through with the Department contact upon project completion to correct any punch items in a timely manner.
- 4.12. In the event that carpet repairs are necessary they must be done by a fully equipped installer within 72 hours (if not sooner) from receipt of work order for repair. All repairs are to be coordinated with the Department Contact.
- 4.13. Dealers shall be responsible for any damage or theft incurred as a result of carpet installation. This includes items such as furniture, fixtures, pipelines, plumbing, electrical, elevators, telephones, glue spillage, high VOC levels, broken glass, wall/drywall, paint, personal property and any other damage or stolen property of Arizona State University. Any damages should be reported daily to the appropriate University representative.
- 4.14. The Dealer is required to furnish all labor, materials, tools, equipment, transportation, decals and any storage facility necessary to properly and satisfactorily install carpeting/floor covering for University requirements. ASU assumes no liability for any lost or stolen goods.
- 4.15. Payment for material-only of extended or postponed job installations is possible when materials have been delivered to the ASU Department contact who takes custody and has access to said materials OR the Department contact has requested storage from the Dealer when on-site storage is not feasible.
- 4.16. The Dealer is responsible for the proper disposal and recycling of all old carpeting and flooring materials. The Dealer should properly store, secure and dispose of any flammable or hazardous materials used on the job. See recycling section.
- 4.17. In most cases (with the possible exception of University Housing and General Contractors) our preference is for "provide and install" services from the Dealer. . When circumstances necessitate a split in these services it is incumbent upon whomever provides the floor covering material to also supply the specified adhesives and/or products necessary to maintain the integrity of the installation and the warranty.

## **5. INSTALLATION PROCEDURES FOR UNIVERSITY HOUSING**

- 5.1.** University Housing may require additional procedures to those listed above. Dealers should consult with the University Housing Department Contact to review which of the following procedures will be required to follow:
- 5.1.1.** The Dealer will report daily to the University Housing Warehouse before going to a jobsite.
  - 5.1.2.** The Dealer will have approval in advance for before or after-hour installation.
  - 5.1.3.** The Dealer will have University Housing personnel on the jobsite for installations in an occupied student room or any area considered secure.
  - 5.1.4.** The Dealer will notify the University Housing front desk personnel when arriving on site and cite the areas that work will be performed.
  - 5.1.5.** The Dealer will display I.D. tags when working in residence halls. (to be provided by University Housing)
  - 5.1.6.** The moving of furniture may be an optional item as University Housing may have the manpower capability, depending on the job.
  - 5.1.7.** Floor prep in large installations is an estimate and actual time should be submitted after the work is completed.
  - 5.1.8.** Project leads need to notify the University Housing supervisor prior to beginning floor prep and immediately upon completion. However, if it appears likely that prep time is to exceed the estimated amount, the University Housing supervisor must be contacted at the start of the job.
  - 5.1.9.** When installing peel and stick backed goods, the plastic peel should not be removed prior to cutting carpet. All returned remnants must have plastic intact.
  - 5.1.10.** Where carpet base is indicated, remnants should be used first; keeping in mind peel and stick remnants used for base need the plastic backing intact for binding.
  - 5.1.11.** Individual carpet roll tags, upon request, should be saved from those rolls used for installation and given to the University Housing supervisor.
  - 5.1.12.** The Dealer or Manufacturer "Bill of Lading" form itemizing shipping information (ie: order number, style number, color, roll length, location, destination, etc.) be made available to the department upon request.
  - 5.1.13.** The Dealer will go through a punch list on each completed project or segment with a University Housing supervisor before invoicing.

- 5.1.14. Walk-throughs with the department contact should occur no later than (5) days after installation is completed in a particular area.
- 5.1.15. If the material is purchased from the Dealer then only the amount of yardage needed for that particular project, as determined by the Department contact (in writing), should be released to the Dealer.
- 5.1.16. Any overages or attic stock materials must be accounted for and delivered to the department contact BEFORE release of the “project carpet” or the materials to the Dealers installers.

## **6. RECYCLING & ENVIRONMENTAL PROGRAMS**

7.1 In detail please describe:

- 6.1.1. The sustainable aspects of your shipping and transportation program.
  - 6.1.2. What products are eligible for buy-back and/or take-back, how coordination of pick-up will occur, etc.
  - 6.1.3. The aspects of recycling programs for floor covering uplifted for replacement and for floor covering to be installed, including compliance by the floor covering manufacturer and dealer.
- 6.2. When applicable, a representative from the Manufacturer should meet with the Dealer in the presence of the Department contact to review the recommended recycling procedures, prior to occupancy of the finished spaces.
  - 6.3. When requested, as the installation is completed the manufacturer should deliver a certificate of recycling, which describes the method by which the uplifted floor covering was recycled; and a warranty of recycling, which specifies the method by which the new floor covering will be recycled at the end of its useful life.
  - 6.4. No shipments should take place until certifications and recycling plans are approved by the Department contact or the architect/design firm.

## **7. BILLING PROCEDURES**

- 7.1. All invoicing must reference the ASU RFP # and contain the ASU Quote Number, the PO Number, Building Name and location, date, a brief description of the services rendered, itemized charges for material (carpet/resilient) must be separate from installation amount totals all of which must match the Dealer portion of the excel spread sheet from the original quotation. Dealer invoice number, job number (if one), business name, vendor ID number, address and company logo must be on the invoice.

Remit to:  
Rob Willhoit  
ASU Purchasing & Business Services  
PO Box 875212  
Tempe, Arizona, 85287-5212.

- 7.2. All Dealer invoices MUST be sent to the Purchasing Contact and ONLY to the Purchasing Contact. Failure to do so may result in the contractor being deemed non-compliant and the possible termination of the contract. Should there be any additional requests for invoices by anyone other than the Purchasing Contact they must be referred to the Purchasing Contact for action.
- 7.3. All invoices will be net 30 unless there is participation in a discount program. Other "terms" should also be listed on the invoices.
- 7.4. Furnishing Services manages the University's floor covering program. We provide project and processing advice to University departments, monitor and refer asbestos requirements, write, receive and distribute quotes, receive invoices for completed work, pay the Dealers, monitor the quality of materials as well as the performance of the Dealers and resolve conflicts. In most cases it is our intent to purchase material through the Dealer.

The Manufacturer's submitted material pricing that is offered to ASU and to the Dealers through this contract is to contain a 3% "cost-recovery" fee that Dealers must pass on to ASU Purchasing through their Dealer-to-ASU billing process. Dealers would in turn take 3% in their Manufacturer-to-Dealer billing process. Any transaction with a Dealer that incorporates this ASU contract will require the 3% cost recovery fee back from the Dealer to ASU Purchasing. Dealers must maintain an accurate and auditable accounting report in the event the Manufacturers or ASU require verification of contract use through the Dealer by allowable parties as mentioned in Section IV of this RFP.

## 8. CARPET SPECIFICATIONS

### 8.1. CONSTRUCTION

**Carpet backing systems made of vinyl, Enhancer-type or proven "green" products are the backing systems of choice being available at least in broadloom and/or tiles for any particular carpet style. We will also accept pricing for other backing systems and those we consider "secondary use." (i.e. action back, unitary, un-backed) for non-typical areas such as leased buildings, carpet base, wrapping steps, upholstery work, short term use, etc. We are always open to new backing technology as long as the strongest possible warranty is in place and guaranteed.**

**Our preferred yarn system is Invista (Lumena/Legacy) hollow core filament (Type 6,6) with preference for the solution dyed yarn as the higher percentage, if used in combination. We will also consider other Type 6, 6 and Type 6 yarns including self-extruded Type 6 that meets our specifications and testing as outlined in this RFP.**

**8.1.1.** Pile height for broadloom and tiles must not exceed:

Type 6	.130"
Type 6,6	.160"

**8.1.2.** Lifetime edge ravel, zippering and delamination are required. Backing must not delaminate under any circumstance for the useful life of the carpet. (Also under Warranty)

**8.1.3.** Submittals must include certification from the fiber producer verifying use of the branded fiber in the submitted carpet product. Certification should include the % recycled content by weight for fibers, describing the source of this recycled content. If virgin nylon is used, the manufacturer shall include the precise method that will be used to recapture the nylon at the end of the useful life of the carpet.

**8.1.4.** Nylon should be solution or yarn dyed, with a preference for solution dyed.

**8.1.5.** Minimum acceptable density is:

Tile:

Type 6	6,000
Type 6,6	5,000

Broadloom:

Type 6	6,500
Type 6,6	5,500

**8.1.6.** Minimum acceptable gauge is:

Type 6	1/10
Type 6,6	1/8

## **8.2. WEAR RESISTANCE**

**8.2.1.** All products **MUST** be tested by an independent laboratory for appearance retention using ASTM D-5252, 12,000 cycle testing. A score of 3.5 or higher is required of all product submittals per the Severe Wear rating as set by CRI.

- 8.2.2. Official third party test results must be included in proposal response.
- 8.2.3. Products currently on contract that have been tested and have obtained a Severe Wear rating do not need to be re-tested for wear.

### 8.3. STAIN RESISTANCE

- 8.3.1. All product lines **MUST** be tested by an independent laboratory using the combination testing method of AATCC 171 immediately followed by AATCC 175. A light tone sample of the product style line should be selected.
- 8.3.2. Official test results must be included in proposal response.
- 8.3.3. Provide detailed information regarding the type, application method, features, benefits, life expectancy and warranty of topical or applied stain resistant additives.
- 8.3.4. Stain Resistance: Red dye 40 should be released by water only after exposure to 150,000+ cycles in a tetrapod walker and after sample is allowed to soak in 10:1 solution of water and ammonia. Topical stain treatments are not preferred but may be acceptable.

### 8.4. SUSTAINABILITY

- 8.4.1. All products must be Green Label Plus certified to insure that carpet and adhesive have very low VOC emissions. Copies of certifications must be included in proposal response.
- 8.4.2. All carpet products must be rated by the most current NSF/ANSI sustainability assessment for floor coverings test. It is preferable for carpets to have obtained a Platinum rating; however a Gold rating is acceptable if it meets the other testing requirements listed in this RFP. **Both Gold and Platinum rated products must meet our wear and stain resistant testing requirements.** Copies of certifications with testing scores must be included in the proposal response.
- 8.4.3. All resilient products should list any 3<sup>rd</sup> Party Certifications, recycling programs and %pre/post-Consumer Content on the Resilient Manufacturers Materials Pricing & Information Sheet.
- 8.4.4. Manufacturers must include documentation indicating facilities which have received certification in ISO 9000 and ISO 14000.

### 8.5. PATTERNS AND DESIGNS

- 8.5.1. Products must be available in a wide range of multi-colored patterns with a preference for darker colors and organic patterns.

- 8.5.2.** Custom Color Only – When requested, high quality color samples shall be submitted to the Department contact or architect/design firm for written approval attesting to color, pattern and texture. Samples submitted are assumed to be the manufacturer’s best obtainable match to the carpet.

**8.6 WARRANTY**

8.6.1 All products shall have at least the following warranties:

- a. Environmental Warranty for Recycling: Used carpet tile will be recycled at end of its useful life.
- b. Lifetime Commercial Limited Warranty: Warranty that owner will be completely satisfied with performance of carpet when installed in accordance with manufacturer’s installation instructions and when maintained in accordance with current carpet care recommendations, and when such maintenance continues throughout duration of warranty period when owned and operated by original Owner. [Also warrant that Owner will be satisfied with recycling of carpet at end of its useful life as outlined in manufacturer’s environmental warranty.]
- c. Warranty must be at least a fifteen year published commercial warranty against crushing, matting, walking out, zippering, delamination, edge loss/ravel and wear of no more than 10% of the surface pile weight and should be full replacement without a pro-rated clause.
- d. Warranty for labor and installation must be at least 2 years, to respond to any failure regarding installation or performance issues.
- e. All flooring installation must be in accordance with the manufacturer instructions using manufacturer recommended products. In the event of infractions that may void the warranty, the contractor must carry the warranty (in writing) or present documentation from the manufacturer for acceptable substitutions of products.

**8.7 CARPET PERFORMANCE**

- 8.7.1 Surface Wear – not more than 10 percent by weight throughout life of product.
- 8.7.2 Static: Maintain static generation at less than 3.5 KV at 70 degrees F., and 20 percent R.H. throughout life of product.
- 8.7.3 No delamination throughout the life of the product.
- 8.7.4 No edge ravel throughout the life of the product.
- 8.7.5 Provide tuft bind consistent with industry standard.



- 8.7.6 No dimensional instability (i.e. shrinkage, curling and doming), which adversely affects ability of carpet tile to lie flat throughout life of product.
- 8.7.7 ASTM D418-[ ], Methods of Testing Pile Yarn Floor Covering Construction.
- 8.7.8 Tuft Bind: ASTM Method D 1335, "Tuft Bind of Pile Floor Coverings" carpet. Minimum tuft lock shall be 10 pounds or better for average of 8 pulls. The carpet should achieve this rating in wet and dry conditions or have a minimum of a 15 year warranty against edge ravel and zippering.
- 8.7.9 Peel Strength of Secondary Backing: Federal Test Method Standard 191. Textile method 5960. Minimum acceptable average pull strength is 8.3 pounds per square inch. ASTM E 3936
- 8.7.10 Crock fastness: AATCC Test Method - 1981: Minimum stain ratings, International Gray Scale should be Wet-4, Dry-4. AATCC 16-[98], Test Method for Colorfastness to Light.
- 8.7.11 AATCC 23-[99], Test Method for Colorfastness to Burnt Gas
- 8.7.12 AATCC 165-[93], Test Method for Colorfastness to Crocking: Carpets AATCC Crock meter Method.
- 8.7.13 Wet-fastness: Run with both hard water and alkaline detergent (pH 9.5 test for 2 cycles). International Gray Scale rating for stain or color should be no less than 3 for 2 cycles. AATCC 107-[97], Test Method for Colorfastness to Water.
- 8.7.14 When static shock and human comfort is predicted to be a concern, it is advisable to specify a permanent built-in static control system. It has been found that carpet that has been tested by the American Association of Textile Chemists and Colorists (AATCC) Test Method 134 and does not exceed a 3.5 kilovolt level is usually acceptable for general commercial areas. For more critical commercial areas, a 2.0 KV is an accepted upper limit.  
  
Static Resistance: Note: Some mainframe computer facilities may require lower kV ratings.
- 8.7.15 Flammability: ASTM 648-22 watts/cm critical radiant flux and/or federal, state, or local requirements if applicable.
- 8.7.16 ASTM E648-[ ]. Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
- 8.7.17 ASTM E662- [ ], Test Method for Specific Optical Density of Smoke generated by Solid Materials.
- 8.7.18 Atmospheric Fading: AATCC Test Method 129.

- 8.7.19 Ozone/AATCC Test method 12-1975-Burnt Gas. Minimum shade rating after two cycles in each test should be no less than international Gray Scale Rating of 4.
- 8.7.20 AATCC 109-[97], Test Method for Colorfastness to Ozone in the Atmosphere under Low Humidity.

## **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 dealers 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 dealer 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 provide packaging/packing materials that meet at least one of, and preferably, all of the following criteria:

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

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

## **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.

### **Company Profile**

Provide brief information regarding your company's history, including years in business, volume of clients, number of employees, and areas of expertise. Additionally, describe your firm's commitment to quality and sustainability. You may include your firm's most recent sustainability report.

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.

Proposer shall include references from three (3) accounts that are most similar in size and scope to the University requirements. Each reference shall include: company name, address, primary contact, position, e-mail address, telephone number and fax number.

### **License**

Dealer/Proposer must have and maintain throughout the term of this contract a current Arizona Specialty Commercial Contracting License L-08 Floor Covering which includes installation, replacement and repair of floor covering materials and related accessories including preparation of the surface to be covered. Also included are linoleum, carpets, carpet backings and pads, and materials manufactured of asphalt, vinyl, vinyl asbestos, rubber, wood, ceramic, and clay.

### **Insurance**

See Section XII, #37

## SECTION VIII – EVALUATION CRITERIA

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

6.1 Quality of Floor Coverings

6.2 Cost

6.3 Environmental Standards, Certifications and Practices within the manufacturing plants and distribution chains, flooring contractors. i.e. Third Party Certifications, ISO Certificates., Environmental Stewardship Programs, Recycling, etc.

6.4 Variety of styles, patterns and colors

6.5 Installation requirements

6.6 Availability of quick ship program

6.7 Demonstrated expertise in this particular field.

6.8 Payment Terms

**Cash discounts** offered for early payment will be considered in the award evaluation as long as the time period is at least 10 business days. If no cash discount terms are offered, the net terms must be for a minimum of thirty days.

6.9 Warranty

6.10 Optional Services.  
Maintenance, Buy Back Services, etc.

## **SECTION IX – PRICING SCHEDULE**

All prices must be F.O.B. Destination. (Phoenix, Arizona)

### **PRICING REQUIREMENTS**

Proposals should be submitted in two ways:

#### **From the Manufacturer:**

1. Mill Direct material pricing and/or data entered per provided forms:
  - A. Carpet Manufacturer's Pricing Schedule & Information Sheet
  - B. Resilient Manufacturer's Pricing Schedule & Information Sheet
  - C. ASU Direct Contract Pricing List for Carpet
2. (Optional): Installation pricing per (Dealer) Installation Specification Pricing Sheet

Currently contracted products will need to meet any new requirements and you must make those submittals for them to remain on contract. New products may be submitted for consideration as long as they meet all specifications and have proper submittals.

The Manufacturer should provide product pricing equal to "the best and lowest pricing available to their most favored customers". ALL material pricing submitted must be F.O.B. Destination and the pricing is to include within it a 3.0% cost recovery fee that will be taken by the Dealer when paying Manufacturers invoices. ASU will in turn take that fee from the Dealer through its billing process.

It is expected that all successful proposing dealers and others outlined in Section IV will be able to access the successful proposing manufacturer's schedule of awarded floor covering lines at the established ASU contract pricing. Manufacturer to Dealer credit issues should be reported to ASU as soon as possible and if it is not resolved in a timely manner ASU reserves the right to reassign the job to another contracted Dealer.

#### **From the Dealer:**

1. State your over-all % mark-up (percentage added to the cost) for Carpet and Resilient materials (to be listed as a % on the line(s) provided on the *Dealer Installation Specification Pricing Sheet*)
2. List installation pricing per line item on the provided *Dealer Installation Specification Pricing Sheet*
3. Optional: "Other Services" Pricing Sheet (i.e. maintenance programs, concrete grinding and polishing, etc.)

Proposals for installation are expected to include pricing for all installation services including site visits, materials handling, storage, installation, accessories, recycling, etc. If an emergency or unforeseen circumstances arise and installers cannot meet an installation deadline, ASU reserves the right to redirect installation to another certified approved installer.

The dealer “material” % mark-up listed on the installation pricing sheet is to be one percentage (%) applied to all products evenly with no distinctions to specific products.

A “Fully Equipped Installer” option is provided as a “time and material” alternative to the standard itemization of a quote. It is not intended as an “in addition to” installation charge for a quote. Dealers need to determine which method makes the most sense when estimating small jobs.

It is expected that all of the successful proposing Manufacturers contracted products will be sold to all of the successful proposing Dealers at the ASU contracted pricing and will be installed by said Dealers per Manufacturer’s guidelines without exception.

## 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. Submittal shall be in order as listed below and index tabbed to match. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal.
- **One (1)** additional electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and **less than 10 MB**. **One “single”** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
- Check and play all CD's before submitting. Company marketing materials are not recommended; compress photos or other similar document types into smaller size formats as necessary.

### Content of Submittal

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

1. Mandatory certifications and Substitute W-9 as per Section XIII.
2. A description of your firm's method for electronic ordering, and ability to accept a VISA Card for payment.



**SECTION XI – PROPOSER INQUIRY FORM**

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: \_\_\_\_\_

PROPOSAL NUMBER: \_\_\_\_\_

INQUIRY DEADLINE: 3:00 P.M., MST, 06/04/12

QUESTIONS ON: \_\_\_\_ ORIGINAL PROPOSAL or \_\_\_\_ ADDENDUM NO. \_\_\_\_\_

SECTION NUMBER: \_\_\_\_\_

WRITER: \_\_\_\_\_

FAX NO. \_\_\_\_\_ PHONE NO. \_\_\_\_\_

COMPANY: \_\_\_\_\_

COMPANY E-MAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

QUESTIONS:

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## 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 dealer to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the dealer, 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 dealer 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 Proposer 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 Proposer, 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 Proposer, or any agent or representative of the Proposer, 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 Proposer 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 Proposer without the written permission of the University. Any attempted assignment or delegation by Proposer 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 Proposer shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Proposer in writing of such failure and demand that the same be remedied within 10 days. Should the Proposer 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 Proposer 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 Proposer 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 Proposer 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.** Proposer 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 Proposer 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 Proposer 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 Proposer.
19. **INSOLVENCY.** The University shall have the right to terminate this Agreement at any time in the event Proposer files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Proposer and not discharged within thirty (30) days; or if Proposer 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 Proposer or its business.
20. **ADVERTISING.** Proposer agrees that it will not use Arizona State University or any of its names or trademarks in any Proposer 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 Proposer shall obtain all parking permits and/or decals required while performing work on University premises. The Proposer should contact the Parking and Transit Department, Administration Division at 480-965-6406.
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 dealer shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non – Discrimination, and Immigration.
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 requisites of the SAS 70 and/or Payment Card Industry Data Security Standard and provide written attestation of compliance annually.

- 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. SHIPMENT UNDER RESERVATION PROHIBITED.** Proposer is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
- 31. TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point or points of delivery.

32. **RIGHT OF INSPECTION.** The University shall have the right to inspect the goods at delivery before accepting them.
33. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of goods must fully comply with all provisions of this Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender.
34. **WARRANTIES.** In addition to any implied warranties, Proposer 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 Proposer. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
35. **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 – Occurrence Form**

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

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

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

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

Workers' Compensation	Statutory
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Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

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

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

- 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.

**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. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured under its policies **or** Contractor shall furnish to the University separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

- 36. PERFORMANCE AND PAYMENT BONDS.** The Proposer 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

Proposer shall deliver the required bonds to the University not later than the date of executing this Agreement. The Proposer 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. This term may be utilized on a project basis.

37. **SALES AND USE TAX.** The Proposer 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 Proposer 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 Proposer 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.
38. **PERSONNEL.** Employees of the Proposer 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.
39. **LIQUIDATED DAMAGES.** The University and the (proposer) agree that in the event that the (proposer) fails to perform under this Agreement, the University will be damaged. The extent of the damage is very difficult to calculate. Therefore, the (proposer) agrees to pay the University liquidated damages if the agreed upon delivery and installation dates are not met. This term may be utilized on a project basis.
40. **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 Proposer 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.
41. **PRICE ADJUSTMENT.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another or on an annual basis in yearly increments from the beginning of the contract date. Price change requests shall be supported by evidence of increased costs to the Proposer. The University will not

approve price increases that will merely increase the gross profitability of the Proposer 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.

42. **FURNISH AND INSTALL.** The items in this proposal will be provided on a Proposer furnish and install basis. The successful Proposer shall have complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the successful Proposer. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize risk of damage and avoid double handling.
43. **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.
44. **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.

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

**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.

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(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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(Print title)

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(Federal Taxpayer ID Number)

(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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(Email Address)

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(Signature required)

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(Phone)

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(Print name)

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(Fax)

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(Print title)

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(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)



**SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION**

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

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

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

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(Print title)

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(Federal Taxpayer ID Number)

(Purchasing 02-18-2009)

**LEGAL WORKER CERTIFICATION**

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

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

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

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

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(Federal Taxpayer ID Number)

(Purchasing 09-23-2008)

## SERVICE PROVIDER ACKNOWLEDGEMENT

**All Service Providers are required to read and sign the Service Provider Acknowledgement 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.**

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.

The [Service Provider Job-Site Safety Information & Guidelines Orientation](#) document is meant to serve as a guide for the Service Provider, 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.

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

### GENERAL SITE INFORMATION

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

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

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

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

ASU 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 are uncovered or discovered during your work, you are required to stop all work that 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 are any remaining materials that 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.**

**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 with asbestos-containing 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).

Service Providers 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 Safety Information & Guidelines Orientation 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 Safety Information & Guidelines Orientation 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.

Service Provider Representative \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## SUSTAINABILITY QUESTIONNAIRE

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

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

The 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 dealers or utilize dealers 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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**Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN available at <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>**

<b>► Taxpayer Identification Number (TIN)</b>		<input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> Social Security Number (SSN)
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<b>► LEGAL NAME:</b> <i>(must match TIN above)</i>	
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Are you doing business in Arizona for purposes of sales/use tax collection and remittance?  Yes  No

If "Yes" please provide Arizona License # \_\_\_\_\_ and sales/use tax rate charged \_\_\_\_\_ % DUNS# \_\_\_\_\_

<b>► LEGAL MAILING ADDRESS:</b>	<i>(Where tax information and general correspondence is to be sent)</i>			
<b>DBA/Branch/Location:</b>				
<b>ADDRESS:</b>				
<b>ADDRESS LINE 2:</b>				
<b>CITY:</b>		<b>ST:</b>		<b>ZIP:</b>

<b>► REMIT TO ADDRESS:</b>	<input type="checkbox"/> Same as Legal Mailing Address			
<b>DBA/Branch/Location:</b>				
<b>ADDRESS:</b>				
<b>ADDRESS LINE 2:</b>				
<b>CITY:</b>		<b>ST:</b>		<b>ZIP:</b>

<b>► ENTITY TYPE</b>				
<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:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
- 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,
- I am a U.S. person (including a resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding**

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

RETURN TO ASU	<b>ARIZONA STATE UNIVERSITY</b> SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM – Page 2 of 2		DO NOT SEND TO IRS
▶ Legal Name:		TIN:	
<b>SECTION 1 - FEDERAL INFORMATION - <i>REQUIRED</i></b>			
What is the <b>Federal</b> classification type of your business? - See definitions on link below. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) <a href="http://www.sba.gov/size">http://www.sba.gov/size</a>			
LARGE Business? YES <input type="checkbox"/> NO <input type="checkbox"/>			
SMALL Business? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Please check <u>all that apply</u> to your business for Federal Dealer Type:			
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 - <i>REQUIRED</i></b>			
Are you self-certified according to this State of Arizona definition? <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:			
PHONE:		FAX:	
VENDOR – LIST PRODUCT or SERVICE PROVIDED			
<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.