

October 15, 2012

**REQUEST FOR PROPOSAL**

**Sound/Lighting/Staging/Video and Labor for Live Event Production for Various Venues for Arizona State University.**

**RFP NO. 021302**

**DUE: 3:00 P.M., MST, 11/15/12**

Time and Date of Pre-Proposal Conference N/A

Deadline for Inquiries 3:00 P.M., MST, 11/08/12

Time and Date Set for Closing 3:00 P.M., MST, 11/15/12

**TABLE OF CONTENTS**

**TITLE PAGE**

[SECTION I – REQUEST FOR PROPOSAL02 3](#_Toc337642344)

[SECTION II – PURPOSE OF THE RFP 4](#_Toc337642345)

[SECTION III – PRE-PROPOSAL CONFERENCE 6](#_Toc337642346)

[SECTION IV – INSTRUCTIONS TO PROPOSERS 7](#_Toc337642347)

[SECTION V – SPECIFICATIONS/SCOPE OF WORK 15](#_Toc337642348)

[SECTION VI – Green Purchasing Requirements/Specifications 17](#_Toc337642349)

[SECTION VII – PROPOSER QUALIFICATIONS 18](#_Toc337642350)

[SECTION VIII – EVALUATION CRITERIA 19](#_Toc337642351)

[SECTION IX – PRICING SCHEDULE 20](#_Toc337642352)

[SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS 21](#_Toc337642353)

[SECTION XI – PROPOSER INQUIRY FORM 22](#_Toc337642354)

[SECTION XII – SAMPLE CONSULTANT AGREEMENT 23](#_Toc337642355)

[SECTION XIII – MANDATORY CERTIFICATIONS & SUBSTITUTE W-9 31](#_Toc337642356)

[APPENDIX 1 - RFP Checklist/Cover Page 43](#_Toc337642357)

**SECTION I – REQUEST FOR PROPOSAL02**

**RFP NO. 341301**

Arizona State University is requesting sealed proposals from qualified firms or individuals for Sound/Lighting/Staging/Video and Labor for Live Event Production for Various Venues 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, 11/15/12 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stacie Malekooti

Senior Buyer

SM/kr

**SECTION II – PURPOSE OF THE RFP**

1. **INTENT**

Arizona State University is seeking proposals for non-exclusive providers of sound/lighting/staging for Devilpalooza on February 8, 2013, as well as, general production support for other ASU events hosted by various student organizations and departments.

The Vendors should be willing to supply high quality equipment for a variety of productions. This equipment should include but is not limited to sound, lighting, video, and staging. Video production is also included in this RFP for video options at an outdoor music festival.

The University may consider a multiple award, should it be in the best interest of the University to do so.

1. **BACKGROUND INFORMATION**

Arizona State University's division of Educational Outreach & Student Services (EOSS) hosts hundreds of events throughout the year. These events range in size from a small meeting to a large music festival sponsored by any number of our over 1100 registered student organizations or departments. Venues for these events vary depending on the scope and size, however, they have been hosted in indoor venues including, but not limited to: Grady Gammage Auditorium and Wells Fargo Arena. Outdoor venues include, but are not limited to, Old Main Lawn, Palo Verde Beach, Sun Devil Fitness Complex Fields and Vista Del Sol Dome.

Devilpalooza is a daylong outdoor festival-style event that is free to ALL ASU students located on our Polytechnic Campus on February 8, 2013. The day will begin with a Battle of the Bands to showcase the talent of local and ASU students. This will occur on a stage that is secondary to the main stage that will host the headlining performer at the night’s concert. A major headlining artist and opening act close out the event with an evening concert. Additionally, we are going to add a Midway Carnival and food trucks that will be available all day. This event, in the past, has attracted nearly 8,000 ASU students. The day’s events typically begin at 2 PM and end at 10 PM; however, times are contingent upon artist availability. Load-in of production equipment (stage, roof, etc.) tentatively should be scheduled to occur the day before the event (2/7/13) and all major load-in and setup must be complete by 11am the morning of the event (2/8/13). Load-out will occur following the end of the concert (roughly 10:30 PM). A day after load-out may be negotiated, if necessary. However, this is contingent upon labor costs which will be coming from our contracted labor company. Student Labor from the Lighting Audio Video Arts group on campus will also be participating as a SUPPLEMENT to typical labor.

As you are aware, production equipment will vary depending on the talent that we bring in to perform. Typically a major concert artist is selected to play, with 1-2 local to semi-national openers. Riders will be forwarded as contracts artists are secured. This bid should be treated as a general standard; specific items may change with artist needs and budgets.

1. **TERM OF CONTRACT**

The initial term will be for one (1) year with the possibility of four (4) successive one (1) year renewals, for a total term not to exceed five (5) years. The contract will be available for use by other University departments during this term.

**SECTION III – PRE-PROPOSAL CONFERENCE**

 X No pre-proposal conference will be held.

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

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

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

**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 & 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.**

1. **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.

1. Proposals must be submitted as a complete document set as follows:
	1. 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.
	2. One (1) electronic copy on USB flash drive or CD as a PDF document that is PC readable, labeled, and not password protected. ***One “single”*** document for main submittal. Any confidential and/or proprietary documents must be on a separate flash drive or CD and labeled appropriately.
	3. Proposer must check and play all flash drives or CDs before submitting. Company marketing materials should not be included unless the RFP specifically requests them. All photos must be compressed to small size formats.
2. 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).
3. You may withdraw your proposal at any time prior to the time and date set for closing.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. **The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting (Tier 2 and higher) is necessary, the successful proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. A description of the Proposers expected efforts to solicit SB & SDB participation should be enclosed with your Proposal.**
10. 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.
11. 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.
12. **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.**
13. 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.
14. 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.

1. 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.
2. 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**.
3. All required performance and payment bonds shall be held by the University in a secure location until the performance of the Agreement and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer’s responsibility to request the surety bonding company to submit to the University the necessary documents to approve the release the bonds. Until such time the bonds shall remain in full force and effect.
4. 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.**
5. The University has entered into Cooperative Purchasing Agreements with The Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful proposer, the Community College District and/or Maricopa County may access an Agreement resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
6. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures ($AVE) cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful contractor under this solicitation, a member of $AVE may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of $AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
7. 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:

Stacie Malekooti

Purchasing and Business Services

University Services Building

Arizona State University

PO Box 875212

Tempe, AZ 85287-5212

Tel: 480-965-8860

Fax: 480-965-2234

E-mail: Stacie.malekooti@asu.edu

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

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

1. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
2. 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.
3. Arizona requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, we will select your competitor’s product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.
4. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at <http://www.epeat.net> on the Web.
5. To the extent applicable to any agreement resulting from this solicitation, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the “HIPAA Privacy Standards”) as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPPA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. Proposer agrees to indemnify the State of Arizona, the Arizona Board of Regents, Arizona State University and their regents, employees and agents against all harm or damage caused or contributed to by Proposer’s breach of its obligations under this paragraph.
6. All systems containing sensitive ASU data must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed in such a way that they are in compliance or are consistent with ASU's policies and standards regarding data usage and information security. In an effort to diminish information security threats, successful proposer will (or will require the third party host appointee to):
	* + 1. Complete SSAE 16 or substantially equivalent reviews in accordance with ASU policies, as the same may be amended from time to time, which reviews are subject to review and approval by ASU. At the present time no more than two reviews per year are required.
			2. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the delegated services network and systems at regular intervals in accordance with ASU's policies and standards. Weaknesses must be corrected within a specified period of time as defined in ASU's policies and standards as amended from time to time.
			3. Use secure development and coding standards including secure change management procedures in accordance with ASU's policies and standards as the same may be amended from time to time. Internal standards and procedures are to be provided to ASU for review and approval a minimum of one time annually.
			4. Carry out updates and patch management in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon request.
			5. Control access to ASU's resources, including sensitive data, limiting access to legitimate business need based on an individual’s job-related assignment. Access should be approved and tracked by the system owner to ensure proper usage and accountability and shall be subject to review by ASU upon request.
			6. Report information security incidents immediately (including, but not limited to those that involve information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).
7. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

John F. Riley, C.P.M.

Executive Director of Purchasing and Business Services

Arizona State University

PO Box 875212

Tempe AZ 85287-5212

Fax: (480) 965-2234

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

1. 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](http://www.asu.edu/alumni/magazine/images/asumag_rates.pdf) 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.

**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.

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

Arizona State University solicits proposals for non-exclusive providers of staging, concert sound and concert lighting for all non-exclusive venues (primarily outdoor venues).

Vendors should be willing to supply high quality equipment for popular music productions in an outdoor setting. Prospective vendors should be able to accommodate requests ranging from small to large events.

Vendors **must** supply an itemized listing of their exclusive inventory with appropriate pricing based on a one day rental. Indicate whether or not standard packages exist based on smaller event requests. For items typically ordered in packages (eg, a speaker system) you may ADDITIONALLY include package costs for those items.

The winning Vendor(s) will also be required to assign someone to attend all Production/Operations meetings (in addition to any other meetings called by the Event Coordinator) as it relates to the event for which they are contracted.

In addition to the itemized listing of inventory, all vendors **must** include the following regarding their staffing:

* Minimum of at least 1 qualified monitor and 1 qualified front-of-house sound engineer each with at least 5 years’ experience in mixing professional acts (A-List) in a variety of settings and with at least 1 year of familiarity working with Contractor’s inventory.
* Minimum of at least 1 qualified lighting technician with at least 5 years’ experience in operating lighting for professional acts (A-List) and capable of operating a full concert lighting system from a variety of consoles and to include moving lights, LEDs, and other commonly used A-List artist requirements.
* Resumes or CVs detailing experience of technicians who will be most commonly assigned to ASU events or provide a fair representation of the personnel who work at Contractor’s company.
* List of staff and area of expertise demonstrating full capabilities to provide for AT LEAST one of the areas of this RFP (General Production AND/OR Devilpalooza) to minimally provide sound and lighting engineers to oversee any hired labor technicians.

All personnel from the awarded vendor will need to maintain a high level of professionalism when dealing with the client. Any use of foul language towards the event coordinator/ASU students or inappropriate behavior could be grounds for dismissal at which point the company will be required to assign someone new to the job without question. Smoking and alcohol is prohibited at most ASU venues and could be grounds for dismissal.

Vendor, if option is available, can provide a quote on labor provided they are insured and bonded; Vendor will also need to be open to the idea of using student stage hands as a supplement to the crew that is to be provided. The student stage hands will be the responsibility of Arizona State University and will be covered under ASU’s insurance policy.

When the system is set up and operating there should be no audible buzzes, hums, clicks, pops, hiss or other undesirable noises three feet from the speaker cabinet. All fans should not be audible to the performers on stage or the audience in the house when the sound system is on or off, with or without program amplification taking place. All lighting equipment should be fully functional with no blown lamps, faulty motors or parts, loose wiring, or other issues. Contractor should be able to provide documentation of inspection of trussing elements within the prior 12 months for any damage, cracks, or other safety issues. In all cases, backup equipment should be available to replace any non-functioning equipment.

An example of a large scale student event would be Devilpalooza listed in Section 2, Article I: Intent.

**Examples of smaller student events**:
Student labor and university existing equipment (including small PA and monitors, basic LED lighting, LED battens, and older moving mirror fixtures) additionally may be used in part or whole on many of these events. These students are covered by the State Risk as is the equipment as property of ASU. Please provide terms and conditions related to this arrangement, and when practical, provide both labor-inclusive and labor-exclusive rates on packages or specify the minimum staffing and associated costs for any of the requested packages. It is standard practice to request one technician at a minimum be present for load-in and strike when truss will be lifted/flown/supported over the stage or when the audio system will be running off anything other than 120V circuits.

The below events are examples of when the packages listed in Section IX: Pricing Schedule.

Battle of the Bands in the past has been a student event featuring 4-6 local student bands (varying in scale by campus) with a goal of approximately 500-1000 attending or at least capable of providing audio coverage to this scale. Lighting may range from PAR cans on trees for smaller Battle of the Bands events to a small 25w x 20d x 15h truss roof with LED front wash and effects and 4-6 low-power moving heads with a small concert audio system.

Relay for Life is an annual charity event that draws 3000 students to Sun Angel Stadium for an overnight charity walk in support of cancer research. This event raises over $150,000 towards cancer research and prides itself on using a minimal portion of this funding to cover the event costs, instead relying on donations. Production typically ranges from 4 lighting truss posts with front wash on schedule 40 pipe and in-house LED’s and possible rented moving heads to a truss roof with front wash, LEDs, 575W moving heads, and projection for the event video.

Other events in which items may be needed could include those similar to the aforementioned, comedian events or lecture events in a ballroom/classroom-style auditorium, dances in small outdoor grass spaces or large indoor ballrooms, local band performances in small outdoor grass spaces or large indoor ballrooms, additional sound or higher quality project for large movie screenings, occasional video streaming or live video projection for conferences/lectures, and other similar events.

Vendor should acknowledge (yes or no response only) if they are willing to sponsor or provide an additional discount for charitable student events such as the Undie Runin.

#

# SECTION VI – Green Purchasing Requirements/Specifications

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

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

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

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

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

1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal. Please include resumes of the company’s principals, as well as, the audio and lighting engineers.
* Minimum of at least 1 qualified monitor and 1 qualified front-of-house sound engineer each with at least 5 years’ experience in mixing professional acts (A-List) in a variety of settings and with at least 1 year of familiarity working with Contractor’s inventory.
* Minimum of at least 1 qualified lighting technician with at least 5 years’ experience in operating lighting for professional acts (A-List) and capable of operating a full concert lighting system from a variety of consoles and to include moving lights, LEDs, and other commonly used A-List artist requirements.
* Resumes or CVs detailing experience of technicians who will be most commonly assigned to ASU events or provide a fair representation of the personnel who work at Contractor’s company.
* List of staff and area of expertise demonstrating full capabilities to provide for AT LEAST one of the areas of this RFP (General Production AND/OR Devilpalooza) to minimally provide sound and lighting engineers to oversee any hired labor technicians.
1. References for current users of your firm, stating the company name and address and the name, position, telephone number, fax number, and if available, the e-mail or Internet address of a contact person. Supply references for your three largest live event clients, three comparable clients in higher education (if different from your three largest live event clients), and up to three event clients in the Phoenix area (if different from the preceding references). References may be used to determine whether Contractor has a proven track record in the field of successfully deploying large live event systems. Only on (1) of these references should be an ASU reference.
2. Affirmation that you are licensed and bonded in the State of Arizona to perform this type of work under the same company name.

**SECTION VIII – EVALUATION CRITERIA**

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

1. Proposers ability to meet the Qualifications per Section VII.

2. Proposers ability to demonstrate their capacity and capability to supply the required equipment and service, as listed in Section V.

3. The Quality of equipment inventory.

4. Pricing Schedule (inclusive of equipment and labor), per Section IX.

5. Willingness to support educational mission of the university by working with student production group

6. Supplier Sustainability Questionnaire

**SECTION IX – PRICING SCHEDULE**

Using the format of the pricing schedule, Attachment “A”, detail the cost of each itemized product/package with applicable service fees (fuel, delivery, setup, teardown, etc.).

A Complete pricing schedule should reflect, at a minimum, the items requested in the General Production and Packages tabs. A full inventory of goods and services offered AND a complete pricing schedule to reflect at a minimum, the items requested in the Devilpalooza tab.

**Itemized listing of their exclusive inventory with appropriate pricing based on a one day rental**

**The pricing schedule is divided into three different tabs.**

* **General Production –** LAVA, a student production/technical organization, is hired by departments and events to run production aspects of their events. This group will most likely be the group utilizing these particular services. Multiple awards may be awarded as these items would be selected a la carte.
* **Packages –** There are hundreds of small scale events that require a small PA system with minimal equipment. This tab is to provide student groups and departments that don’t have the technical equipment background a series of options to choose from to help make their event easier to manage and overall more successful. Each package will remain exclusive to the vendor offering the package.
* **Devilpalooza –** This tab is a basic idea of what the event coordinator is looking for as it relates to audio/lighting/video/staging. There may be multiple awards given however, audio and lighting will be awarded together.

**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)** electronic copy on USB flash drive or CD as a PDF document that is PC readable, labeled, and not password protected. One ***“single”*** document for main submittal. Any confidential and/or proprietary documents must be on a separate flash drive or CD and labeled appropriately.
* Proposer must check and play all flash drives or CDs before submitting. Company marketing materials should not be included unless the RFP specifically requests them. All photos must be compressed to small size formats.

**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. Detailed information on your firm’s qualifications, as described in Section VII, Proposer Qualifications, and in the order listed in that section. Provide information in a section labeled “Proposer Qualifications.” Please attach resumes of the company’s principals, as well as, audio and lighting engineers.

3. References as required in Section VII.

4. Response to the Proposal, Section V.

5. Price Schedule and Product Inventory List, Section IX.

6. Supplier Sustainability Questionnaire, Section XIII.

**SECTION XI – PROPOSER INQUIRY FORM**

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: Sound/Lighting/Staging/Video and Labor for Live Event Production for Various Venues for Arizona State University.

PROPOSAL NUMBER: 021302

INQUIRY DEADLINE: 3:00 P.M., MST, November 08, 2012

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

DATE:

WRITER:

COMPANY:

E-MAIL ADDRESS:

PHONE: FAX:

QUESTIONS:

**SECTION XII – SAMPLE CONSULTANT AGREEMENT**

**ARIZONA BOARD OF REGENTS**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012 (the “Effective Date”), between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY (“University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Consultant”).

**RECITALS**:

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

**AGREEMENT**:

1. Consultant shall provide those services set forth on Exhibit "A" attached to this Agreement.
2. The term of this Agreement shall commence on the Effective Date and shall conclude on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012, unless sooner terminated by either party. The University may terminate this Agreement with or without cause upon ten (10) days written notice to the Consultant. If this Agreement is terminated the University shall have no further obligations other than payment for services already rendered and for expenses previously incurred.
3. The University agrees to pay Consultant, as consideration for performance of the consulting services, the sums as set forth in Exhibit A.
4. The University agrees to reimburse Consultant for expenses as set forth and outlined in Exhibit A.
5. For all purposes under the terms of this Contract, Consultant shall be an independent contractor, and not an officer or employee of the University. The University shall provide no employee benefits, including but not limited to Worker's Compensation coverage, regularly afforded to staff, faculty, administrative or professional employees. In performance of services hereunder, Consultant shall determine his/her necessary hours of work. Consultant shall provide whatever tools, equipment, vehicles and supplies Consultant may determine to be necessary in performance of services hereunder. Consultant may establish offices in such locations within or outside Arizona, as Consultant may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Consultant.
6. The conduct and control of work under this Contract lies solely with Consultant, and the University is interested only in final results to be achieved. The University shall be permitted to retain other consultants performing the same or similar tasks, and Consultant shall be permitted to provide services to other parties, consistent with Consultant’s obligation to complete the services undertaken pursuant to the terms of this Agreement.
7. Consultant shall provide such interim written reports concerning the performance of services and research under this Contract as the University may request in writing, and upon expiration or other termination of the Agreement shall at the request of the University provide a written report to the University setting forth the results of the work performed hereunder.
8. All reports, drawings and other work products produced by Consultant as a part of the services rendered under this Agreement shall be provided to and be the sole property of the University. Consultant shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the University.
9. Without limiting any liabilities or any other obligation of the Consultant, the Consultant 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:
	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

* + 1. 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".**
		2. 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.
	1. **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

* + 1. 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 insures 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".**
		2. 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.
	1. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident $500,000

Disease – Each Employee $500,000

Disease – Policy Limit $1,000,000

* + 1. 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. 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.
	1. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the State of Arizona, its departments, agencies, boards and commissions, shall include one of the following types of Professional Liability policies (if applicable to the scope of work):

* Directors and Officers
* Errors and Omissions
* Medical Malpractice
* Druggists Professional
* Architects/Engineers Professional
* Lawyers Professional
* Teachers Professional
* Accountants Professional
* Social Workers Professional
* Other (Specify profession from Scope of Work)

Each Claim$1,000,000

Annual Aggregate $2,000,000

* + 1. 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.
		2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
	1. **Technology Errors and Omissions Insurance**

Each Claim$1,000,000

Annual Aggregate $1,000,000

Coverage to include:

* Systems analysis;
* Software design;
* Systems programming;
* Data processing;
* Systems integration;
* Outsourcing including outsourcing development and design;
* Systems design, consulting, development and modification;
* Training services relating to computer software or hardware;
* Management, repair and maintenance of computer products, networks and systems;
* Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
* Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
1. 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.
2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
	1. ADDITIONAL INSURANCE REQUIREMENTS:The policies shall include, or be endorsed to include, the following provisions:
		* The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
		* Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
	2. The State of Arizona, its departments, agencies, boards and commissions reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.
	3. Certificates of Insurance acceptable to the State of Arizona, its departments, agencies, boards and commissions shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona, its departments, agencies, boards and commissions as Additional Insured for liability coverage. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverage afforded will not be cancelled until at least 50 days prior written notice has been given to the State of Arizona, its departments, agencies, boards and commissions. All coverage, conditions, limits and endorsements shall remain in full force and effect as required in this contract.
	4. Failure on the part of the Consultant to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona, its departments, agencies, boards and commissions may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona, its departments, agencies, boards and commissions shall be repaid by the Consultant upon demand, or the State of Arizona, its departments, agencies, boards and commissions may offset the cost of the premiums against any monies due to the consultant. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the State of Arizona, its departments, agencies, boards and commissions. Consultant and its insurer(s) providing the required coverage shall waive their rights of recovery against the State of Arizona, its departments, agencies, boards, commissions, employees and officers.
3. The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the consultant for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
4. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
5. This Agreement is subject to [Section 38-511 of the Arizona Revised Statutes](http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/38/00511.htm&Title=38&DocType=ARS). This Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
6. Notice is provided of [Sections 12-133](http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/12/00133.htm&Title=12&DocType=ARS) and [12-1518 of the Arizona Revised Statutes](http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/12/01518.htm&Title=12&DocType=ARS).
7. If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under [Arizona Board of Regents Policy 3-809](http://www.abor.asu.edu/1_the_regents/policymanual/chap3/chapter_III.htm#3-809).
8. To the extent required by [Section 35-214 of the Arizona Revised Statutes](http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/35/00214.htm&Title=35&DocType=ARS), Consultant agrees to retain all records relating to this Agreement. Consultant agrees to make those records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Tempe, Arizona, or another location designated by University upon reasonable notice to Consultant.

1. If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to Consultant and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.
2. 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 University or its affiliated or related entities, in all University residential facilities (whether managed by University or another entity), in all University vehicles, and at all University or University affiliate sponsored events and activities, except as provided in [Section 12-781 of the Arizona Revised Statutes](http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/12/00781.htm&Title=12&DocType=ARS) or unless written permission is given by the ASU Police Department (ASU PD). Notification by Consultant to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Consultant (“Consultant Parties”) of this policy is a condition and requirement of this Agreement. Consultant further agrees to enforce this contractual requirement against all Consultant Parties. ASU’s policy may be accessed through the following web page:

<http://www.asu.edu/aad/manuals/dps/dps201-05.html>.

1. Failure by Consultant to perform as specifically provided herein shall be an event of default permitting University to pursue all remedies affordable by law or in equity, including termination of this Agreement.
2. Consultant shall not assign this Agreement without the prior written consent of University.
3. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Arizona, the courts of which shall have jurisdiction over its subject matter.
4. The individual signing below on behalf of Consultant hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Consultant and that this Agreement is binding upon Consultant in accordance with its terms.

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

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| --- | --- |
| UNIVERSITYTHE ARIZONA BOARD OF REGENTSacting for and on behalf ofARIZONA STATE UNIVERSITYBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | CONSULTANT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

 EXHIBIT A

 TO

 AGREEMENT FOR CONSULTANT SERVICES

1. SERVICES:

2. FEES FOR SERVICES:

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

3. REIMBURSEMENT FOR EXPENSES:

The University agrees to reimburse Consultant up to a maximum of $\_\_\_\_\_\_\_\_\_\_\_ for expenses as follows:

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

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

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

**CONFLICT OF INTEREST CERTIFICATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)

Purchasing and Business Services

Arizona State University

PO Box 875212

Tempe, AZ 85287-5212

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

( ) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(Email Address)

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(Signature required) (Phone)

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(Print name) (Fax)

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(Print title) (Federal Taxpayer ID Number)

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

**FEDERAL DEBARRED LIST CERTIFICATION**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)

Purchasing and Business Services

Arizona State University

PO Box 875212

Tempe, AZ 85287-5212

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Firm) (Address)

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(Email Address)

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(Signature required) (Phone)

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(Print name) (Fax)

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(Print title) (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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(Print title) (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) (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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(Print title) (Federal Taxpayer ID Number)

(Purchasing 09-23-2008)

**SUPPLIER SUSTAINABILITY QUESTIONNAIRE**

Company Name: Date:

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

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

|  |  |
| --- | --- |
| [ ]  | We apply environmental criteria when making purchasing decisions. |
| [ ]  | We purchase “green” (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials. |
| [ ]  | We specify sustainable products and or locally manufactured products |
| [ ]  | We specify products using Electronic Products Environmental Assessment Tool (EPEAT) standards |
| [ ]  | We partner with sustainable suppliers or utilize suppliers who share in the sustainability commitment |
| [ ]  | Our Director of Sustainability is researching industry best procurement practices |
|  | Other – describe other ways your company monitors and manages your supply chain regarding environmental issues |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

2. 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  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

3. 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  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

4. 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  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

5. 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 |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

6. 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 |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

7. 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) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. **The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding** |
| Signature of U.S. Individual | Date:       |

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

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

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

# APPENDIX 1 - RFP Checklist/Cover Page

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

|  |  |  |
| --- | --- | --- |
| [ ]  | **Section 1** | **RFP Cover Page & Checklist, Mandatory Certifications and Substitute W-9** |
| [ ]  | **Section 2** | **Qualifications** |
| [ ]  | **Section 3** | **References**  |
| [ ]  | **Section 4** | **Response to the Scope of Work** |
| [ ]  | **Section 5** | **Price Schedule & Product Inventory List** |
| [ ]  | **Section 6** | **Supplier Sustainability Questionnaire** |
| [ ]  | **Section 7** | **Confidential/Proprietary Justification Letter with Sealed documents per Section IV, item 10.** |

After carefully reviewing all the terms and conditions, the authorized

undersigned agrees to furnish such goods/services in accordance with the

specifications/scope of work.

Firm (CO.) Name By (Signature) By Date

|  |  |  |
| --- | --- | --- |
|  |  |  |

Phone # Email Address Fax#

|  |  |  |
| --- | --- | --- |
|  |  |  |