

September 25, 2012

**REQUEST FOR PROPOSAL**

**Air Charter service for asu men’s basketball**

**RFP #291301**

**DUE: 3 P.M., MST, 10/11/12**

Deadline for Inquiries 5PM., MST, 10/04/12

Time and Date Set for Closing 3PM., MST, 10/11/12

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**SECTION I – REQUEST FOR PROPOSAL**

**RFP 291301**

Arizona State University is requesting sealed proposals from qualified firms or individuals for Air Charter Service for ASU Men’s Basketball.

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 3pm on 10/11/12** 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

Douglas P. Feckovics

Douglas P. Feckovics, Buyer

Arizona State University

Purchasing and Business Services

DPF/kr-g

**SECTION II – PURPOSE OF THE RFP**

1. **INTENT**

It is the intention of the Arizona Board of Regents for and on behalf of Arizona State University/ICA to enter into a multi-year contract with an air charter service supplier that can provide Arizona State University's specific air charter requirements for our 2012-13 basketball away games, and an option for consideration of the 2013-14 and 2014-15 requirements. We are soliciting those firms that have the capability to provide these services and can meet all the requirements of FAA regulations and any charter flights offered must be from an accredited, regularly scheduled carrier.

The team is very organized in how they travel, with specific scheduling and service requirements for their chartered trips. Details of these scheduling and service requirements are outlined in this Request for Proposal, Specifications/Scope of Work, Section V.

1. **BACKGROUND INFORMATION**

Arizona State University (ASU) is an internationally recognized metropolitan Research I University, serving approximately 73,000 students at four campuses in the Phoenix area (Tempe, West, Polytechnic, and Downtown) and extended campuses throughout the Valley of the Sun. ASU is one of the largest Universities in the United States in student population, with approximately 5,800 faculty and staff. The Department of Intercollegiate Athletics (ICA) is comprised of 21 sports, approximately 165 employees and 525 student athletes.

1. **TERM OF CONTRACT**

Term will be for one year with the option of two additional one-year renewals.

**SECTION III – PRE-PROPOSAL CONFERENCE**

No pre-proposal conference will be held.

**SECTION IV – INSTRUCTIONS TO PROPOSERS**

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, Tempe, Arizona 85281, **on or before the time and date set for closing.** **No proposal will be accepted after this time.** The University Services Building is located on the east side of Rural Road between Apache 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.**

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. 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. 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.**
4. 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.
5. 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.
6. 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:

Douglas P. Feckovics

Purchasing and Business Services

University Services Building

Arizona State University

PO Box 875212

Tempe, AZ 85287-5212

Tel: 480-965-9514

Fax: 480-727-9528

E-mail: douglas.feckovics@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. 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.
5. All systems containing ASU data must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed in such a way that they are in compliance or are consistent with ASU's policies and standards regarding data usage and information security (<https://uto.asu.edu/node/7118>). 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).
6. 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](mailto:rhonda.mcclintock@asu.edu). 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. **DEPARTURES:**

Departures will be the day before the game; however, long distance trips may leave 2 days before. We prefer to arrive at each destination by early evening the day before each game via the most direct route possible. Please take into consideration flight time and time zones. The University is concerned with these charter flights meeting scheduled departure times. Please include statistics regarding on-time performance with other like-sized clients/sports teams.

1. **RETURN FLIGHTS:**

Return flights are to be scheduled to depart for Phoenix, Arizona approximately 1½ hours after the game is over.

All flights are to be quoted to comfortably seat 30 passengers.

1. **ARIZONA STATE BASKETBALL AIR CHARTER DEPARTURE TIMES:**

Please note that all times will be confirmed once a carrier has been chosen (no tip-off times have been announced for the 2012-13 season).

**ARIZONA STATE @ TEXAS TECH**

FRIDAY, December 21,2012

Depart Phoenix Sky Harbor Airport at **TBD** for **LUBBOCK INTERNATIONAL AIRPORT** with an estimated arrival time of **TBD**.

Saturday, December 22, 2012

Depart **LUBBOCK INTERNATIONAL AIRPORT** approximately **TBD** for **Phoenix, Arizona** with an estimated arrival time of **TBD**.

**ARIZONA STATE @ OREGON STATE and @OREGON**

Wednesday, January 9, 2012

Depart Phoenix Sky Harbor Airport at **TBD** for **Eugene, Oregon** with an estimated arrival time of **TBD**.

Sunday, January 13, 2012

Depart Eugene, Oregon Airport at **TBD** local time for **Phoenix, Arizona** with an estimated arrival time of **TBD**.

**ARIZONA STATE @ WASHINGTON STATE (one way to)**

Wednesday, January 30, 2012

Depart Phoenix Sky Harbor Airport at **TBD** for Lewiston, Idaho or Pullman, Washington\*(if available)

**ARIZONA STATE @ COLORADO (one way from)**

Saturday, February 16, 2012

Depart **Boulder, Colorado**\*(if available) or Denver, Coloradoat **TBD** for **Phoenix, Arizona** with an estimated arrival time of **TBD**.

**2013-14 Away Game Charters - TBD**

**2014-15 Away Game Charters - TBD**

# 

# The University encourages each interested carrier to provide proposals that meet the requirements listed below, but not limited to those requirements. All proposals received within the procedures listed herein will be considered.

1. **AIRCRAFT/SEATING REQUIREMENTS:**

Arizona State University (ASU) requires the newest available aircraft to transport the team. Please describe the charter fleet to be used for ASU’s service. ASU needs seating for 30.

1. **AIRLINE REPRESENTATIVE:**

ASU requires direct contact with the airline representative in charge of the flight in order to notify the Men’s Basketball Director of Operations of any changes and to confirm schedule status. This airline representative is required to escort the team flight on both the outbound and return flights.

1. **DIRECT BOARDING:**

ASU requires to board (i.e., bypass the terminal at the airport and board on the Tarmac) and deplane directly from/to buses. TSA security screening must be done on the ASU campus, Weather-up Center. The carrier must contract with, schedule and provide the necessary security screening personnel in accordance with all TSA guidelines and approvals, to arrive **three** hours prior to pre-game flight departure, at least two wanders and one additional to check traveler ID’s. The carrier must also schedule an additional person to assist with loading luggage onto the buses from the Weather-up Center. Security personnel must screen team buses first and one security representative must be present on each wave of buses to the airport. The carrier must schedule the appropriate security screening for the return flight.

Carrier is to pay for all security screening directly. All necessary security screening charges must be included in proposal.

1. **BACKUP SERVICE:**

**The carrier must be able to provide backup service (plane) within two (2) hours of the initial departure schedules. Please provide your plan for this requirement.**

1. **EQUIPMENT SPACE:**

Arizona State University will require for equipment space for approximately 3,000 pounds of travel bags and equipment.

1. **FLIGHT SCHEDULING:**

The carrier/agent will be responsible for all flight scheduling and airport arrangements required for each trip. The carrier is also expected to be familiar with all runway restrictions/codes at the indicated destinations.

ASU requires that the aircraft be in place and prepared for pre-loading of equipment a minimum of 90 minutes prior to scheduled departure.

1. **MANIFEST REQUIREMENTS:**

Manifest boarding requirements must be furnished with the proposal.

1. **RECOVERY COSTS DUE TO CANCELLATION:**

In the event the carrier/agent fails to furnish the contracted services for the scheduled games as specified in this proposal document and subsequent purchase order, ASU will make a reasonable purchase in substitution of those arrangements due from the initial proposer and ASU will recover from the original proposer the difference between the cost of the substitute services and the proposer's original contract price, including an administrative cost of $1,000.00 for the required re-purchase action, and liquidated damages equal to any difference due above the cost of original charter.

1. **CARRIER REFERENCES:**

Please provide contact information for a minimum of three references that have used the carrier’s services for this same/similar purpose. List name, organization, contact phone number(s) and/or e-mail addresses.

1. **CONTRACT PROVISION BY REFERENCE:**

It is mutually agreed by and between ASU and the successful proposer that the University's acceptance of the proposer's offer by the issuance of a purchase order or purchasing credit card shall create a contract between the parties thereto containing all specifications, terms, and conditions in the Request for Proposal, except as amended in the purchase order. Any exceptions taken by the proposer, which are not included in the purchase order, will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this proposal and information submitted by the proposer, the terms and conditions of this proposal and resulting purchase order will govern.

**Proposer is to clearly stipulate any exceptions they have to any of the requirements herein.**

1. **AIRLINE CHARTER REQUIRED PROCEDURES:**
2. **FOUR DAYS PRIOR TO SCHEDULED DEPARTURE (PRE-TRIP MEETING):**
   1. C.S.R. from airline should meet with ASU Athletics officials coordinating the flight.
   2. C.S.R. needs to provide all charter information in the form of a grid to the ASU ICA staff no later than this date. Fax or e-mail earlier if possible.
   3. The following should be reviewed in this meeting:
      1. Departure times
      2. Gate information
      3. Meal service, movie selections (if available)
      4. Seating charts and extra ticket jackets provided, if needed
      5. ALL GROUND HANDLER INFORMATION MUST BE REVIEWED. BUS SCHEDULE (PHOENIX AND DESTINATION), EQUIPMENT TRUCKS, RAMP OPERATORS AT BOTH SITES AND ANY SPECIAL INFORMATION RELATIVE TO THIS SPECIFIC TRIP.
3. **ONE DAY PRIOR TO DEPARTURE:**
   1. C.S.R. must contact ASU coordinating representative (Robert Spence) and provide the following information:
   2. Time flight is due into Phoenix and where the flight is arriving from.
   3. The tail number of the aircraft and the exact gate the aircraft will be departing from.
   4. Reconfirm all departing times and any new information relative to the trip available at that time.
4. **DAY OF DEPARTURE:**
   1. Contact Robert Spence (480-216-8620) and confirm that the aircraft is in and the exact arrival time and gate requested for the equipment truck.
   2. **ASU REQUESTS THAT THE AIRCRAFT BE READY FOR EQUIPMENT LOADING AT LEAST 90 MINUTES PRIOR TO SCHEDULED DEPARTURE TIME.**
5. **PRE-DEPARTURE PROCEDURES:**
   1. Have airline escorts waiting at the entrance gate to meet all three arriving parties at their scheduled times (equipment truck, staff/booster buses and the two team buses). The equipment truck should arrive approximately **70** minutes prior to departure with the staff bus arriving **35-40** minutes prior and the team buses **18-20** minutes prior to departure. **FAILURE TO HAVE ESCORTS IN PLACE PUTS THE ENTIRE CHARTER BEHIND SCHEDULE FROM THE VERY BEGINNING!**
   2. Two sets of air stairs (front and rear) are required for all trips. If this is not possible at some remote site, ASU must be informed in the pre-trip meeting.
6. **EQUIPMENT LOADING PROCEDURES:**

It is imperative that the following are in place when the equipment truck arrives at the airport for loading:

* 1. Two belt loaders, one in place at each cargo hole.
  2. A minimum of two **experienced** ground handlers ready to load aircraft.
  3. The ground supervisor should inform Robert Spence, of how the pilot has requested the weight be distributed. Once this is established, the supervisor needs to follow loading instructions per Robert Spence.
  4. Two ramp loaders should be inside the aircraft to assist in moving the trunks. One loader should be inside the equipment truck and the other loader should assist loading at the end of the belt.
  5. Trunks will be loaded first with player bags and other supplies mixed in with the trunks.
  6. All Video Equipment **MUST** be loaded last and taken off first.
  7. All personal bags are to be loaded after the equipment and stored all in one area of the cargo hold. **THESE BAGS MUST BE UNLOADED FIRST UPON ARRIVAL AT BOTH SITES.**

1. **UNLOADING PROCEDURES AT BOTH SITES:**
   1. The personal bags **MUST** be unloaded first and a tug with two carts should be placed at the end of the belt and taken directly to the staff buses and loaded on.
   2. Once the personal bags are unloaded the equipment truck can begin unloading athletic equipment.
   3. **Escorts** should be ready to escort the team bus off the ramp as soon as they are loaded. At the same time, the personal luggage should be loaded under the staff buses.

**\*\*NOTE, THESE PROCEDURES SHOULD BE FOLLOWED BOTH AT THE SITE OF THE GAME AND UPON RETURN TO PHOENIX SKY HARBOR INTERNATIONAL AIRPORT.**

**ADDITIONAL INFORMATION:**

Please make arrangements to have the door open **ASAP** upon gate arrival. The team's schedule is often very tight.

1. **\*BASKETBALL TRAVEL EQUIPMENT**

**PLAYER/STAFF TRAVEL BAGS:**  up to 45 bags @ 50 lbs. ea.

**GEAR BAGS:** 8 @ 100 lbs. ea.

**VIDEO BOX:** 1 @ 25lbs.

\*All weights listed are estimates. Number of player bags will vary due to length of stay. C.S.R. shall verify with ASU staff at pre-departure meetings. Proposer baggage requirements and restrictions shall be included in response to RFP.

1. Arizona State University has adopted a Visa Card from JP Morgan Chase Bank as its Purchasing Card. The University is very interested in adopting electronic methods of ordering from suppliers and in making associated payments with its Purchasing Card. If your firm has an electronic method of ordering, please describe it. These electronic methods of ordering could range from your firm distributing a paper catalog and accepting fax orders, to your firm has a Web site in which users can configure and order products. Please also advise if your firm can accept payment with a Visa Card.

# 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 and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose.

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal.

# 

# 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 three (3) years in providing services as listed in this Request for Proposal.
2. Financial Statements:

Option A. Proposers who have audited financial statements provide the following:

Audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm’s Name

Confidential – Financial Statements

Option B. Proposers who might not have audited financial statements provide the following:

It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm’s two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm’s Name

Confidential – Financial Statements

1. Proposer shall provide a management summary, including resumes for key individuals who will be assigned to this contract.
2. Proposers shall provide the names, title, phone, fax and e-mail addresses of three (3) clients proposer has used in the past two (2) years providing services comparable to as those listed in the specifications section of this proposal. Please include details of services that are unique to your company that would be of benefit to ASU not already asked for in this RFP.
3. The proposer is to provide with the proposal any terms and conditions, contract information or any other information required by the proposer that Arizona State University must consider in evaluating the proposals. Any information not provided will not be considered in awarding this contract. Include any requirements of the FAA that would alter any of the travel arrangements as requested in this document.

**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. Cost Proposal
   1. Charter fees proposed: overall pricing and individual charter rates.
   2. Intent to work with ASU/ICA on situations calling for compensation, liquidated damages in the event of default or breach of contract.
2. Demonstrated expertise in this particular field
   1. Qualifications of airline.
   2. Past experience and performance in providing charter services.
   3. Qualifications of personnel to be assigned to the project.
3. Ability to meet the proposed schedule
   1. Availability of qualified staff to support the project.
   2. Sufficient manpower and appropriate equipment to be assigned to the project.
   3. Ability to meet team travel schedule.
4. Technical approach
   1. Clarity and reasonableness of proposed method of providing ASU Air Charter Service.
   2. Demonstrated knowledge required to provide service for athletic travel.
   3. Ability to meet or exceed specifications.
5. General quality and adequacy of response
   1. Completeness in addressing requirements.
   2. Grasp of the specific requirements.
   3. Responsiveness and conformity to terms and conditions.
6. Additional resources, services, added value, or benefits to ASU
7. Supplier sustainability practices

**SECTION IX – PRICING SCHEDULE**

Pricing shall be submitted total cost per flight for 30 passengers, to and from each venue, where applicable. Include a breakdown of all fees (baggage), taxes, and any other cost associated with each flight.

**SECTION X** **– FORM OF PROPOSAL/SPECIAL INSTRUCTIONS**

**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.

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. If proposer fails to provide any of the following information, with the exception of the mandatory proposal certification, the University may, at its' sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

CONTENT OF SUBMITTAL

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

• One (1) hardcopy clearly marked ‘original’ in 8.5” x 11” non-binding form. Sections shall be index tabbed, reference Section X Form of Proposal for more specific instructions.

• 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.

\*Check and play all CD’s before submitting.

\*Company marketing materials are not recommended; compress photos, etc. into smaller size formats as necessary.

1. Mandatory certifications and Substitute W-9 as per Section XIII.

2. Detail response to Section V; Including Vendor Questions

3. Proposer Qualifications per Section VII

4. Pricing Requirements

5. Proposer Sustainability Questionnaire

6. Additional comments/resources. A description of special skills, services or resources which the firm possesses and which are not addressed in this RFP that would be made available as part of the agreement. Outline any advantages that would be realized by the university as a result of these skills, services, or resources.

**SECTION XI – PROPOSER INQUIRY FORM**

Pre-Proposal Questions, General Clarifications, etc.

Air Charter Service for ASU Men’s Basketball Team 2012-13 Away Games with an Option for 2013-14 and 2014-15 Games

PROPOSAL NUMBER:

INQUIRY DEADLINE: 5:00 P.M., MST, October 4, 2012

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

DATE:

WRITER:

COMPANY:

E-MAIL ADDRESS:

PHONE: FAX:

QUESTIONS:

**SECTION XII – TERMS & CONDITIONS**

1. **PAYMENT.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The payment terms for this Agreement are Net 30 days. An invoice shall be submitted directly to the University's Payables and Reimbursements Department, unless otherwise directed. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31st) day after the latest date of: the date of a valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that is satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct invoice was delivered to Payables and Reimbursements, and the date an order was delivered to the requesting department. The University may adjust the interest period, or deny the interest claim, based upon their documentation that there was no valid purchase order, that an incorrect invoice was submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.
2. **REMEDIES AND APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The University and Contractor shall have all remedies afforded each by said law.
3. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
4. **ANTI-KICKBACK.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.
5. **GRATUITIES.** The University may, by written notice to the Contractor, cancel this Agreement if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Agreement is canceled by University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
6. **MODIFICATIONS.** This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
7. **ASSIGNMENT-DELEGATION.** No right or interest in this Agreement shall be assigned, or any obligation delegated, by Contractor without the written permission of the University. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. **INTERPRETATION-PAROL EVIDENCE**. This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.
9. **EQUAL OPPORTUNITY CLAUSE.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations or orders of the Secretary of Labor.
10. **TERMINATION FOR DEFAULT.** In the event that the Contractor shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Contractor in writing of such failure and demand that the same be remedied within 10 days. Should the Contractor fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.
11. **NO WAIVER.** No waiver by University of any breach of the provisions of this Agreement by the Contractor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.
12. **TERMINATION.** The University may by written notice, stating the extent and effective date terminate this order for convenience in whole or in part, at any time. University shall pay the Contractor as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Contractor as approved by the University, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.
13. **CANCELLATION OF STATE CONTRACT.** In accordance with A.R.S. §38-511, this Agreement may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the University is, at anytime while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
14. **LABOR DISPUTES.** Contractor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance under this Agreement.
15. **CONTRACT CLAIMS AND CONTROVERSIES.** All contract claims and controversies arising under this Agreement shall be resolved pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.
16. **CANCELLATION FOR LACK OF FUNDING.** This Agreement may be canceled without any further obligation on the part of the Arizona Board of Regents and Arizona State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Contractor shall be notified in writing of such non-appropriation at the earliest opportunity.
17. **ASSIGNMENT OF ANTI-TRUST OVERCHARGE CLAIMS.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Contractor hereby assigns to the Arizona Board of Regents for and on behalf of the University any and all claims for such overcharges.
18. **INSPECTION AND AUDIT.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at Arizona State University, or such other location as designated by Arizona State University, upon reasonable notice to the Contractor.
19. **INSOLVENCY.** The University shall have the right to terminate this Agreement at any time in the event Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
20. **ADVERTISING.** Contractor agrees that it will not use Arizona State University or any of its names or trademarks in any Contractor advertising.
21. **INDEMNIFICATION.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.
22. **PARKING.** The Contractor shall obtain all parking permits and/or decals required while performing work on University premises. The Contractor should contact Parking and Transit, <http://cfo.asu.edu/pts>.
23. **OFFSHORE PERFORMANCE OF WORK PROHIBITED.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve Arizona State University and may involve access to personal client data for the University shall be performed within the borders of the United States. This provision applies to work performed by Subcontractors at all tiers.
24. **NON-DISCRIMINATION.** The successful contractor or supplier shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non – Discrimination, and Immigration.
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, Contractor 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.

Contractor 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.

1. **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.
2. **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>.
3. **INSURANCE REQUIREMENTS.** Without limiting any liabilities or any other obligation of the Contractor, the Contractor 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.

1. **MINIMUM SCOPE** **A****N****D** **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
  + 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 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".**
    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)**
* 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. **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.
2. **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.
3. **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.

1. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
2. **SALES AND USE TAX.** The Contractor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Contractor further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any subcontractor to comply with the provisions of any or all said laws and amendments. The University is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from the University.
3. **PERSONNEL.** Employees of the Contractor assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.
4. **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.
5. **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**

**The following forms must be completed, signed, and submitted with your proposal**

**Conflict of Interest Certification**

**Federal Debarred List Certification**

**Anti-Lobbying Certification**

**Legal Worker Certification**

**Sudan or Iran Business Operations Certification**

**Supplier Sustainability Questionnaire**

**ASU SUB W-9 & Vendor Authorization Form**

**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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(Firm) (Address)

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(Email Address)

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(Signature required) (Phone)

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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 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) (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. 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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| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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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  No  If “Yes” please provide Arizona License #      and sales/use tax rate charged      % DUNS# | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | |
| **►LEGAL MAILING ADDRESS:** | | | | | (Where tax information and general correspondence is to be sent) | | | | | | | | | | | | |
| **DBA/Branch/Location:** | | | | |  | | | | | | | | | | | | |
| **ADDRESS:** | | | | |  | | | | | | | | | | | | |
| **ADDRESS LINE 2:** | | | | |  | | | | | | | | | | | | |
| **CITY:** |  | | | | | | | **ST:** |  | | | **ZIP:** | |  | | | |
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| **► 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.**

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| **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: | |  | | | | | | | | | |
| Email: | | | | | | Company URL: | | | | | |
| **PHONE:** | | | | | | **FAX:** | | | | | |
|  | | |  | | | | | | | | |
| **VENDOR – LIST PRODUCT or SERVICE PROVIDED** | | |  | | | | | | | | |
|  | | | | | | | | | | | |
| **IF BUYER NAME IS LISTED PLEASE RETURN TO BUYER** | | | Buyer: | | Phone: | | | | Fax: | | |

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