



2/8/12

**REQUEST FOR PROPOSAL  
AUDIOVISUAL SYSTEMS FOR THE ASU COLLEGES AT LAKE HAVASU CITY**

**RFP NO. 021208**

**DUE: 3:00 P.M., MST, 03/08/12**

|  |                            |
|--|----------------------------|
| Time and Date of Pre-Proposal Conference | 11:00 A.M. M.S.T.,02/23/12 |
| Deadline for Inquiries                   | 3:00 P.M., MST, 03/01/12   |
| Time and Date Set for Closing            | 3:00 P.M., MST, 03/08/12   |

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## SECTION I – REQUEST FOR PROPOSAL

### RFP 021208

Arizona State University is requesting sealed proposals from qualified firms or individuals for AUDIOVISUAL SYSTEMS FOR ASU COLLEGES AT LAKE HAVASU CITY.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 P.M., MST, 03/08/12** at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. **No proposals will be accepted after this time.** No other public disclosure will be made until after award of the contract.

Arizona State University's Overnight Delivery (FedEx, Airborne, and UPS) address is:

Purchasing and Business Services  
University Services Building  
Arizona State University  
1551 S. Rural Rd  
Tempe, AZ 85281

Arizona State University's U.S. Postal Service Mail address is:

Purchasing and Business Services  
Arizona State University  
P.O. Box 875212  
Tempe, AZ 85287-5212

ARIZONA STATE UNIVERSITY

*Stacie Malekooti*

Stacie Malekooti  
Senior Buyer

SM/kc

## SECTION II – PURPOSE OF THE RFP

### 1. **INTENT**

The purpose of this RFP is to contract with a qualified firm to provide, install and maintain and audiovisual systems for ASU Colleges at Lake Havasu City. It is imperative that the systems are installed correctly, are furnished in a timely manner, and function in accordance with the supporting contract documentation.

In order to successfully integrate these systems into the classrooms, media work must be carefully planned and coordinated with the ASU University Technology Office. Arizona State University, through this proposal, will identify one or more qualified experienced firms to provide and install the AV special systems identified in the proposal. ASU reserves the right to award this work to multiple vendors.

The equipment and software in this proposal may include, but is not limited to only the equipment and software described in Section V. The University must retain the flexibility to add or subtract like equipment and software prior to shipment.

### 2. **BACKGROUND INFORMATION**

ASU Colleges at Lake Havasu City focuses exclusively on instruction for high-demand undergraduate degrees with lower tuition than at Arizona's research universities. Opening in the fall of 2012, courses will be located at the Daytona Middle School facility.

The program in Lake Havasu City will promote strong relationships with local school districts and Mohave County Community College to increase opportunities for pathways to an ASU degree. The Arizona Board of Regents (ABOR), Lake Havasu City, the Lake Havasu Unified School District and the Lake Havasu Foundation for Higher Education are collaborating in this effort.

See <https://havasu.asu.edu/>

ASU Colleges, Lake Havasu City is working to provide up-to-date media presentation capabilities in instructional spaces throughout the campus as well as program and meeting areas. The system will grow and expand as the campus does.

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

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

#### **A. SCHEDULE**

All work on the Audio Video portion of the project must be completed no later than **August 1, 2012**

#### **B. PROJECT CLOSE-OUT AND COMPLETION**

Systems installations must be 100% tested, fully operational, final inspections performed, all punch list items corrected and all training sessions completed no later than **August 10, 2012**

Vendor is to request a final inspection from the University Technology Office (UTO) in writing to determine and establish project completion. All test results, close-out submittal containing as-built drawings, user manuals and warranties are to be completed and/or submitted to the Media Consultant for approval per the specifications at this time.

The vendor must also schedule and conduct all user training as part of project closeout.

Warranty periods shall begin when the University Technology Office (UTO) confirm that the work is complete and a certificate of completion.

### **SECTION III – PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held 11:00 A.M., MST, February 23, 2012 at ASU Colleges at Lake Havasu City campus (former Daytona Middle-School facility), 98 Swanson Plaza Lake Havasu City, AZ. 86403 : Administration Building, Main Entrance, Northside of the Building.

Please RSVP to Stacie Malekooti via email: [stacie.malekooti@asu.edu](mailto:stacie.malekooti@asu.edu), by February 21, 2012, 3:00 P.M. M.S.T.\*\*

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

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

## SECTION IV – INSTRUCTIONS TO PROPOSERS

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

Name of Proposer  
Title of Proposal  
RFP Number  
Date and Time Proposal is Due

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

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building (USB) 1551 S. Rural Road, Tempe, AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). Visitors may park in the USB Lot 45, located directly behind the building, using the Pay by Space machine, which has a cost of \$1.00 per hour or any portion thereof. The meter will be located near the main entry to USB, to allow visitors to park their vehicles and easily access the machine on their way into the building.

All visitors to USB are to obtain a visitor's badge from the USB Reception Desk to wear while in the building, please check in at the USB Reception Desk. The receptionist will call to have you escorted to your meeting.

3. Proposals must be submitted as a complete document set as follows:
  - a. One (1) hardcopy clearly marked 'original' in 8.5" x 11" non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal. Sections shall be index tabbed, reference Section X Form of Proposal for more specific instructions.
  - b. One (1) electronic copy on CD in PDF format, PC readable, labeled, and not password protected. **One "single"** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
  - c. Proposer must check and play all CD's before submitting. Company marketing materials are not recommended and all photos must be compressed to small size formats.
4. Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).
5. You may withdraw your proposal at any time prior to the time and date set for closing.

6. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitation is performed under the direct supervision of the Executive Director of Purchasing and Business Services and in complete accordance with University policies and procedures.
7. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
8. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.
9. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor.
10. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Executive Director of Purchasing and Business Services concurs, this information will not be considered public information. The Executive Director of Purchasing and Business Services is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.
11. **The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting (Tier 2 and higher) is necessary, the successful proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. A description of the Proposers expected efforts to solicit SB & SDB participation should be enclosed with your Proposal.**
12. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
13. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
14. **EXCEPTIONS:** The successful proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents. The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms

and conditions are intended to be incorporated into the agreement between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.**

15. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
16. Days: Calendar days
- May: Indicates something that is not mandatory but permissible/ desirable.
- Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.
- Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.
17. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
18. All responses and accompanying documentation will become the property of the University at the time the proposals are opened. **It will be the proposer's responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer. If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.**
19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your response to this solicitation, the Board or either of the other two Universities may purchase goods and/or services from any agreement resulting from this solicitation.**
20. The University has entered into Cooperative Purchasing Agreements with The Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful proposer, the Community College District and/or Maricopa County may access an Agreement resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.

21. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures (\$AVE) cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful contractor under this solicitation, a member of \$AVE may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
22. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

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

Tel: 480-965.8860  
Fax: 480-965-2234  
E-mail: [stacie.malekooti@asu.edu](mailto:stacie.malekooti@asu.edu)

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section XI of this Request for Proposal. All formal inquiries must be submitted at least seven (7) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

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

23. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
24. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.
25. 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.

26. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at <http://www.epeat.net> on the Web.
27. 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.
28. All systems containing ASU data must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed in such a way that they are in compliance or are consistent with ASU's policies and standards regarding data usage and information security. In an effort to diminish information security threats, Knewton will (or will require the third party host appointee to):
  - i. Complete SSAE 16 or substantially equivalent reviews in accordance with ASU policies, as the same may be amended from time to time, which reviews are subject to review and approval by ASU. At the present time no more than two reviews per year are required.
  - ii. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the delegated services network and systems at regular intervals in accordance with ASU's policies and standards. Weaknesses must be corrected within a specified period of time as defined in ASU's policies and standards as amended from time to time.
  - iii. Use secure development and coding standards including secure change management procedures in accordance with ASU's policies and standards as the same may be amended from time to time. Internal standards and procedures are to be provided to ASU for review and approval a minimum of one time annually.
  - iv. Carry out updates and patch management in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon request.
  - v. Control access to ASU's resources, including sensitive data, limiting access to legitimate business need based on an individual's job-related assignment. Access 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.
  - vi. Report information security incidents immediately (including, but not limited to those that involve information disclosure incidents, network intrusions, successful virus

attacks, unauthorized access or modifications, and threats and vulnerabilities).

29. 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.

30. Other Opportunities with Arizona State University **not** related to this solicitation.

### **The ASU Alumni Advantage**

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for ASU's 300,000 alumni

and provides valuable connections between them and a wide variety of businesses. By doing business with ASU, the largest university in the United States, your company can stand above the competition.

ASU alumni represent a responsive target market for your product or service.

- Alumni live worldwide.
- 70 percent of alumni reside in Arizona.
- More than 190,000 alumni live in Maricopa County.
- 11 percent of alumni reside in California.
- 75% of ASU alumni are under the age of 45.
- More than 64% of ASU alums graduated since 1984.
- More than one-third hold post-graduate degrees.
- More than 70 percent of ASU alumni are actively employed.
- 30 percent of alumni earn between \$60,000 and \$90,000 annually.
- 25 percent of ASU alumni earn more than \$90,000 annually.

Specific partnership opportunities exist in a variety of areas.

- Advertise in the quarterly ASU Magazine, mailed to more than 260,000 homes around the world. ASU Magazine is the largest circulation magazine in the Southwest. Our [rate card](#) is available for download. <http://www.asu.edu/alumni/>
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences. Events include: Founder's Day in March, Senior Send off in April, Homecoming in the Fall, Travel shows, Career Fairs and many more! Costs from \$500 to \$2500.
- Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services.
- Advertise on this Web site or on our 55 Chapter/Club websites or in our electronic newsletters, sent out to more than 80,000 people monthly. Cost is \$1000 per mo per each advertising venue.

Your business partnership contact is [Rhonda McClintock](#). Contact her today to start doing business with the Sun Devil nation. (480) 965-5051.

### **Sun Devil Sports Marketing**

Sun Devil Sports Marketing is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics, including on-premise signage, TV, radio, print, internet, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Steve Hank at 480-727-0104 or at [steven.hank@asu.edu](mailto:steven.hank@asu.edu).

### **Arizona PBS Delivers...**

Eight, Arizona PBS, delivers award-winning, educational, cultural and current events programming to approximately 1.5 million viewers each week. Become an Eight sponsor.

- **Eight delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. Eight / KAET reaches 85 percent of the people of Arizona.

- **Eight delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **Eight delivers – marketing benefits:**
  - Build brand awareness by linking your business with high-quality programs
  - Generate community goodwill through support of public television
  - Promote your offerings to a broad audience at an affordable price
  - Market your brand in an environment free of commercial clutter
- **Eight delivers – multiple media platforms:**
  - TV – Channel 8 and DTV 8.1, 8.2 & 8.3
  - Eight Magazine – 50,000 households each month
  - Web views – [www.azpbs.org](http://www.azpbs.org) (100,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses ... and more.

Contact: Morrie Puzzi, Corporate Support Manager at 602-496-8550 or [mpuzzi@asu.edu](mailto:mpuzzi@asu.edu).

## SECTION V – SPECIFICATIONS/SCOPE OF WORK

ASU reserves the right to adjust the scope of work outlined in order to meet project budgetary or construction restraints on this project with appropriate change orders.

- 1. Vendor 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.**
  - 1.1. 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.
  - 1.2. Affirmation that you are licensed and bonded in the State of Arizona to perform this type of work under the same company name.
  - 1.3. Must have adequate plant and equipment to pursue the work properly and expeditiously, adequate staff and technical expertise, and the financial status and bonding capability to meet the obligations of the project.
  - 1.4. Must own and maintain suitable test and measurement instrumentation for testing, calibrating, and servicing audio/video systems.
  - 1.5. A list of manufacturers and products relevant to this contract for which that service department holds current installer, service and repair certifications. The number of years that your firm or its officers have been engaged in installing, testing, and servicing professional audio/visual systems at comparable educational institutions.
  - 1.6. References from three (3) current users of your firm, stating the company name and address and the name, position, telephone number, fax number, and if available, the e-mail or Internet address of a contact person. Supply references for your three largest installations, three installations in higher education (if different from your three largest installations). References may be used to determine whether Contractor has a proven track record in the field of successfully integrating audio, video, control systems and providing support.
  - 1.7. A description of the resources and approaches you would use to meet the proposed schedule requirements including average manpower loading that would be allocated to collaborate with and provide service. Please be sure to allocate designer, dedicated project manager, and as well as installer time. ASU recommends a dedicated certified project manager, and service manager.
  - 1.8. A description of any strategic partnerships or significant alliances that exist between your company and others. A description of any other significant or unique factors that may set you apart from the competition and make you especially well qualified to perform work and add potential value to the relationship with ASU.
  - 1.9. Coordinate authorized warranty and non-warranty repair from manufacturers based on their requirements.
  
- 2. Service Requirements and Expectations – The University has the following minimum expectations. Prospective contractors are invited to state how they will meet or exceed these expectations, and how they will devise systems to monitor performance so that prospective contractors will know when they are meeting or exceeding these expectations.**
  - 2.1. Achieve customer satisfaction
  - 2.2. Provide speed of delivery

- 2.3.** Facilitate University sustainability efforts
- 2.4.** Provide warranty, maintenance, and repair support in a manner that does not disrupt instruction or research. Service timeframes to accommodate for ASU coursework, providing full system testing after any repair work is completed within a space.
  - 2.4.1.** The system warranty shall be for thirty-six (36) months from the date of system acceptance by The Owner. Provide all equipment, material, and labor required to uphold the warranty at no charge to the Owner. All manufacturers' equipment warranties shall be activated in the Owner name and shall commence on the date of system acceptance. In the case of modified equipment, the manufacturer's warranty is normally voided. In such cases, provide the Owner with a warranty equivalent to that of the original manufacturer.
  - 2.4.2.** Adopt a goal of restoring service as rapidly as possible rather than repairing an item of equipment as rapidly as possible.
  - 2.4.3.** Provide minimum 15 minute telephone response time and 12-hour, 24/7 onsite response time.
  - 2.4.4.** Track and report all service call activity upon request.
  - 2.4.5.** Testing should include all system audio and video sources (computer, laptop, document camera, codec, and the respective video and audio destinations, ie. projectors, display, speakers, etc.
  - 2.4.6.** If issues are identified outside the scope of the initial service call, ASU expects client notification immediately, from on-site if possible, suggesting a course of action for additional service approval.
  - 2.4.7.** Provide better than state contract labor rate for non-warranty service requests.
- 2.5.** Communication and Documentation- Communication and documentation are essential to providing minimal services to ASU.
  - 2.5.1.** The vendor shall provide reporting capability.
  - 2.5.2.** The vendor shall provide accuracy in billing.
  - 2.5.3.** The vendor shall provide communications and status updates to clients regarding project timeline and status of installation or service
  - 2.5.4.** Additional documentation includes but is not limited to the following:
    - 2.5.4.1.** Schematic drawings (AV & Control Signal Flow).
    - 2.5.4.2.** All panels, plates, and designation strips, including details relating to terminology, engraving, finish and color.
    - 2.5.4.3.** All equipment racks, cabinets, consoles, tables, carts, support bases, and shelves.
    - 2.5.4.4.** All unusual equipment modifications.
    - 2.5.4.5.** Front mechanical drawings of each equipment rack.
    - 2.5.4.6.** Equipment location drawings.
    - 2.5.4.7.** System functional block drawings, including those for audio and video subsystems
    - 2.5.4.8.** Equipment modification drawings.
    - 2.5.4.9.** Cable labeling plan.
    - 2.5.4.10.** Service Options- Provide quotes for separate quotes for warranty and preventative maintenance, prorated for the term of this contract.
  - 2.5.5.** Closeout Procedures, Training, and Submittals: At the completion of the installation, but before final acceptance, provide two training sessions. One session will be for end users for basic room use and a separate shall be provided for department technical support staff where applicable. As-built documentation, correcting and

supplementing any documentation provided in Section 2.10.4. shall also be required and shall include but not be limited to:

- 2.5.5.1.** Equipment manufacturer's operation and service manuals for each make and model of equipment.
- 2.5.5.2.** System Operation Manual Produce this manual specifically for the subsystems detailed herein. The manual shall describe all procedures necessary to activate each system to provide for the functional requirements, except as specifically excluded by the Owner. This section shall provide a simple "How-to" users guide for the procedures needed to operate the system. This document shall contain a section on operating the systems equipment in the event of control system failure. Control system touchpanel layouts shall be accompanied by narrative text describing "step-by-step" function engagement.
- 2.5.5.3.** Schematic wiring diagrams with cable markings.
- 2.5.5.4.** Internal wiring diagrams of the equipment rack cabinets.
- 2.5.5.5.** Custom equipment modifications.
- 2.5.5.6.** Final test results and nominal settings for all adjustable controls as outlined in the "Quality Assurance" article of this Section.
- 2.5.5.7.** Provide editable electronic copies of all software associated with audiovisual systems. Load editable source code software on Owner's personal computer as well as DVD copy.
- 2.5.5.8.** Provide complete system inventory of components including make, model, serial number, and network hardware MAC address were applicable per room in digital spreadsheet form ie .xls.

**2.6.** Installation(s) – ASU Expects Installations will meet and/or exceed the following requirements:

- 2.6.1.** Will meet all licensing, code compliance, and regulatory requirements for the work
- 2.6.2.** Providing all cable and pull strings in conduits all conduit paths any applicable systems.
- 2.6.3.** All IP-based network equipment connections are to utilize ASU Network Managed Services network cables provided by ASU. Vendor is required to coordinate cable length requirements for installation. Non ASU standard cables will not be accepted. Contractor is to install ASU-provided network cables for connection of IP-enabled audiovisual equipment to associated data network outlets, including but not limited to instructor's computers, production computers, laptop connections, control system, processors, codecs, and projectors. This applies to all equipment installed by the contractor including owner furnished items.
- 2.6.4.** Audio – From any and all source inputs (for microphones, audiotape units, videotape units, etc.) through all audio distribution amplifiers (ADA), mixers, switchers, codec, etc., to all signal destinations.
  - 2.6.4.1.** S/N (including crosstalk and hum): 75 dB minimum
  - 2.6.4.2.** Total Harmonic Distortion: 0.5% maximum from 30 Hz to 15,00Hz.
  - 2.6.4.3.** Frequency Response: Flat within +1.0 dB, 30 Hz to 15,000Hz.
- 2.6.5.** Video (signal) – From all source inputs (for cameras, computers, videotape units, etc.) through all distribution amplifiers (VDA), processors, switchers, etc., to all signal destinations.
  - 2.6.5.1.** S/N (peak to RMS) unweighted DC to 4.2 MHz: 45-dB minimum
  - 2.6.5.2.** Crosstalk, unweighted DC to 4.2 MHz: 45 dB minimum
  - 2.6.5.3.** Frequency Response (composite): Within +0.5 dB to 10 MHz

- 2.6.5.4. Frequency Response(component): Within +0.5 dB to 100 MHz
- 2.6.5.5. Line and Field Tilt: 2% maximum
- 2.6.5.6. Differential Gain: 3% maximum
- 2.6.5.7. Differential Phase: 2 degrees maximum
- 2.6.6. Remote Control Standards: If code is not to be provided by UTO, as a minimum, the remote control system for each space shall be programmed to include the following:
  - 2.6.6.1. AM/ PM Clock Settings
  - 2.6.6.2. Automatic System Shutdown
  - 2.6.6.3. Owner Logo on first page
  - 2.6.6.4. 50% audio level default
  - 2.6.6.5. LAN IP Address
  - 2.6.6.6. LAN/ Numeric Pager diagnostic annunciation
  - 2.6.6.7. Separate Program and Microphone Audio Level Control with mute function.
  - 2.6.6.8. Panel layout to include user screens, as well as, password protected technician pages
  - 2.6.6.9. Raise and lower projection screen when projection is powered on/ off respectively
  - 2.6.6.10. Assign room computer as default system source upon power up
  - 2.6.6.11. Activate a minimum of three (3) presets for each installed remote controllable video camera.
  - 2.6.6.12. Provide applicable AMX RMS code tie-in to function work with ASU's existing campus RMS system.
  - 2.6.6.13. Full function control of all source components, display units, processing devices and switching electronics.
  - 2.6.6.14. Touchpanel and push button panel layouts shall be submitted for approval. Prior to designing touchpanel layouts, meet with the Owner and review existing control system standards on campus and determine a basis of design. Push button panel systems shall also offer AMX Virtual Keypad control for network based remote control of systems.
  - 2.6.6.15. Provide intellectual property release for all code used and install editable source code for the entire remote control program and associated panel layouts on two (2) personal computers. Editable source code is intended to enable the owner to make additions, modifications and changes to the remote control system after the warranty period has elapsed
  - 2.6.6.16. Follow-up programming and modifications as requested by the Owner shall be provided 6 months after system acceptance. Provide and install updated editable source code to the Owner.
  - 2.6.6.17. Per function status feedback indicating active/ passive modes of operation. In the event the remote control system programming becomes compromised during the warranty period, provide the necessary effort to make the system fully functional once again.

**3. Scope of Work – The following section contains scope and functional installation descriptions for the audiovisual installations.**

- 3.1. Pod Classrooms (Pod 7- 4rooms) – Pod classrooms offer digital HDMI and analog VGA with audio from the instruction station location to the monitor on the wall using the respective connectors. Control of the monitors is offered through POE AMX Novara control pad for displays power, source selection, and volume. AMX control code will provided by ASU.

- 3.2. Shared Pod Classrooms (Pod 6, 1 master room, 3 distributed)-** This building consists of one “master-pod” which broadcasts camera, computer, and audio to three adjacent “distributed” rooms.
- 3.2.1. Shared Sources-** The master room provides camera and scaled HDMI source content in picture-in-picture format along with embedded digital audio from the microphone and program audio content to be distributed by the HDMI matrix switcher to the displays at the other three rooms. The OFE desktop monitor will provide a confidence monitor feed of the shared content.
  - 3.2.2. Local Sources-** Local video source Pod Classrooms- Pod classrooms offer digital HDMI and analog VGA with audio from the instruction station location to the monitor on the wall using the respective connectors. Signals are distributed via HDCP compliant, HDMI matrix switcher located in equipment rack in the shared central area.
  - 3.2.3. Control of the shared content** is managed through the POE 7-inch, AMX control panel allowing source selection, volume controls, camera controls, PIP shared content adjustment, and control distribution of content to the required number of “distributed” rooms.
  - 3.2.4. Control of local (distributed room) content** under, non-shared, application will be done via AMX Mio Classic panels. AMX control code will be provided by ASU.
  - 3.2.5. Network Camera – H.264,** POE network cameras are to be installed at the rear of the distributed rooms with providing POE cabling.
- 3.3. Science Pod Classrooms (Pod 5)-** This building is divided into two classroom labs; wet and dry depending on the respective lab experiments.
- 3.3.1. Sources-** Instruction sources include scaled instructor laptop digital (HDMI) and analog VGA with audio from a laptop connection, auxiliary composite video connections at the instruction station location and a ceiling mounted, high definition camera source for displaying experiments carried out on the instruction table.
  - 3.3.2. Destinations-** Source destinations for the laptop and camera feed include the two audience-facing, ceiling/wall mounted monitors and a single OFE confidence monitor for the instructor allowing preview/adjustment of the camera feed. Signals are distributed via HDCP compliant, HDMI matrix switcher located in equipment rack in the shared central area.
  - 3.3.3. Control-** Display, switching, camera, and volume control will be managed by the AMX Mio Classic mounted at the instruction table. AMX control code will be provided by ASU.
- 3.4. Standard Classrooms (Music/Admin Building, 3 rooms)-** There are three standard classrooms in the administration building that will offer projection of content sources and control via an AMX Novara panel.
- 3.4.1. Sources –** Instruction sources include scaled instructor laptop digital (HDMI) and analog VGA with audio from a laptop connection and auxiliary composite video connections at the instruction station location and a ceiling mounted. Audio will be switched by the scaler and power to the ceiling speakers via Extron 70V power saving amplifier.
  - 3.4.2. Destinations –** Destinations include a single Panasonic WUXGA projector with an HDMI connection, signal distribution and RS23 control provided via UTP transmitter/receiver set over provides UTP cable.
  - 3.4.3. Control –** Control of the scaler, projector, volume, and screen will be provided by the AMX Novara control panel. AMX control code will be provided by ASU.

- 3.4.4.** Network Camera – H.264, POE network camera is to be installed near the projector location with providing POE cabling.
- 3.5.** Lecture Hall (Music/Admin Building, 1 room) – The Lecture Hall consist of dual projection of sources and audio distribution.
  - 3.5.1.** Sources- Instructional sources include dual output instructor PC, Wolfvision visualizer, scaled instructor laptop digital (HDMI) and analog VGA with audio from a laptop connection and auxiliary composite video connections at the instruction station location and a ceiling mounted. Audio source include a dual microphone receivers for lavalier/handheld microphone and program audio.
  - 3.5.2.** Destination- Source destinations include two WUXGA projectors, and dual confidence monitors for default viewing of the dual monitor source.
  - 3.5.3.** Control- Display, switching, and volume control will be managed by the AMX Mio Classic mounted at the instruction table. AMX control code will provided by ASU.
- 3.6.** Learning Resource Center (Pod 9) – The LRC provides a number of workgroup areas for students.
  - 3.6.1.** LRC work area requires a single wall mounted display with 15ft HDMI and VGA with audio extension cable to reach the conference table area.
  - 3.6.2.** LRC Video Display Cart- Contractor shall install displays and 15ft HDMI and VGA with audio extension cable on an OFE cart to be used as supplemental equipment in the LRC.
- 3.7.** Student Lounge (Pod 8) – The Student Lounge requires four flat panel displays installed on the wall and predetermined locations.
- 3.8.** Administration Conference Room (Music/Admin Building) – This conference room requires setup for ASU software conferencing solution with a 60 inch flat panel display to be mounted on OFE credenza. Connections required include local PC HDMI to display, USB webcam (Logitech C920), USB speaker microphone (Phoenix Audio Duet Executive) with USB extensions to conference table, HDMI and analog VGA cables with audio extended to the conference table.,

**Please see Attachment 2 for the Audio Video Single Line Drawings**

## **SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS**

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

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

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

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

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

Proposer shall provide packaging/packing materials that meet at least one of, and preferably, all of the following criteria:

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

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

## **SECTION VII – PROPOSER QUALIFICATIONS**

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

1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past three (3) years in providing services as listed in this Request for Proposal.
2. The number of years that your firm or its officers have been engaged in installing, testing, and servicing professional audio/visual systems at comparable educational institutions. Firms with fewer than three (3) years of such experience will not be considered.
3. References for current users of your firm, stating the company name and address and the name, position, telephone number, fax number, and if available, the e-mail or Internet address of a contact person. Supply references for your three largest installations, three installations in higher education (if different from your three largest installations), and up to three installations in the Phoenix area (if different from the preceding references). References may be used to determine whether Contractor has a proven track record in the field of successfully integrating audio, video and control system installations.
4. Identify a project manager for the duration of this project and provide a history and reference of similar large projects they have managed.
5. Affirmation that you are licensed and bonded in the State of Arizona to perform this type of work under the same company name.
6. The name and address of your existing full-time service department located in the Phoenix metropolitan area. A list of manufacturers and products relevant to this contract for which that service department holds current installer, service and repair certifications. Firms that do not have a full-time service department located in the Phoenix metropolitan area will not be considered.
7. Demonstrate timeline, identifying project management strategy and manpower loading at current staff levels to meet project timeline. Include a project schedule Gantt chart.
8. Proposer must provide a statement confirming that they can meet the delivery/project completion date of 08/10/12.
9. A description of any strategic partnerships or significant alliances that exist between your company and others. A description of any other significant or unique factors that may set you apart from the competition and make you especially well qualified to perform this work.

## **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. ABLITY TO COMPLETE THE PROJECT**

- A.** Demonstrate an understanding of the project, showing the ability of the proposer to meet the scope and technical requirements of Section IV within the project timeline.
- B.** Demonstrate timeline, identifying project management strategy and manpower loading at current staff levels to meet project timeline.

### **2. VENDOR QUALIFICATION AND EXPERIENCE**

- A.** Demonstrated expertise in this particular segment of the market. In addition to materials provided in the proposals, the evaluation team may rely on generally available industry information.
- B.** Service/Support
- C.** Sufficient staff.
- D.** Qualified staff.
- E.** Quality of references offered.
- F.** Additional services, e.g.
  - a.** Collaborative Partnerships
  - b.** On-site service support
  - c.** On-site storage of A/V components for “hot-swap” replacement
  - d.** Rental programs
  - e.** Other, specify

### **3. COST**

- A.** The initial total acquisition cost of the proposed goods and services offered. Price Schedule, Attachment 1.
- B.** The five (5) year total cost of ownership.
- C.** Any Technology Refresh Options (TRO) and the benefits to ASU.

### **4. RESPONSIVENESS TO THE REQUEST FOR PROPOSAL**

General clarity, quality and adequacy of the response.

### **5. SUPPLIER SUSTAINABILITY QUESTIONNAIRE**

## **SECTION IX – PRICING SCHEDULE**

PRICE SCHEDULE: ATTACHMENT 1 TO THE RFP

PROPOSER MUST COMPLETE AND SUBMIT ATTACHMENT 1, PRICE SCHEDULE.

PLEASE NOTE:

EXCEL SPREADSHEET ONLY ADDRESSES AV EQUIPMENT AND INSTALL. ADDITIONAL COSTS, SUCH AS TAXES, BID BOND, ETC. NEED TO BE SUBMITTED AS A SEPARATE LINE ITEMS ON A PROJECT PRICE SUMMARY SHEET.

## SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

### Format of Submittal

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

- **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. Submittal shall be in order as listed below and index tabbed to match. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal.
- **One (1)** additional electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and **less than 10 MB**. **One “single”** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
- Check and play all CD’s before submitting. Company marketing materials are not recommended; compress photos or other similar document types into smaller size formats as necessary.

### Content of Submittal

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

1. A mandatory proposal certification as per Section XIII.
2. Detailed information on your firm’s qualifications, as described in Section VII, Proposer Qualifications, and in the order listed in that section. Provide information in a section labeled “Proposer Qualifications.”
3. Response to the Proposal
4. A description of the, on-site warranty and service program that you would provide under this contract including response time (hours/minutes), warranty work hours, responsibility of ASU, loaner units during repair period, preventive maintenance options or requirements, etc. Provide this in a section labeled “Warranty Program.”
5. Pricing Schedule, Attachment 1. Also, a price schedule must be included for each alternative proposed, in the itemized format presented in Section VIII, Pricing Schedule. Provide this in a section labeled “Pricing.”
6. Supplier Sustainability Questionnaire
7. Confidential and/or Proprietary Information **must** be submitted per the instructions in Section IV, item 10. Any watermarks, footnotes or reference to Confidential and/or Proprietary throughout the submitted proposal will be disregarded as boilerplate markings.



## 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 Proposer shall have all remedies afforded each by said law.
3. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
4. **ANTI-KICKBACK.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.
5. **GRATUITIES.** The University may, by written notice to the Proposer, cancel this Agreement if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Agreement is canceled by University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.
6. **MODIFICATIONS.** This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

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

15. **CONTRACT CLAIMS AND CONTROVERSIES.** All contract claims and controversies arising under this Agreement shall be resolved pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.
16. **CANCELLATION FOR LACK OF FUNDING.** This Agreement may be canceled without any further obligation on the part of the Arizona Board of Regents and Arizona State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Proposer shall be notified in writing of such non-appropriation at the earliest opportunity.
17. **ASSIGNMENT OF ANTI-TRUST OVERCHARGE CLAIMS.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Proposer hereby assigns to the Arizona Board of Regents for and on behalf of the University any and all claims for such overcharges.
18. **INSPECTION AND AUDIT.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at Arizona State University, or such other location as designated by Arizona State University, upon reasonable notice to the Proposer.
19. **INSOLVENCY.** The University shall have the right to terminate this Agreement at any time in the event Proposer files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Proposer and not discharged within thirty (30) days; or if Proposer becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Proposer or its business.
20. **ADVERTISING.** Proposer agrees that it will not use Arizona State University or any of its names or trademarks in any Proposer advertising.
21. **INDEMNIFICATION.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

- 22. PARKING.** The Proposer shall obtain all parking permits and/or decals required while performing work on University premises. The Proposer should contact the Parking and Transit Department, Administration Division at 480-965-6406.
- 23. OFFSHORE PERFORMANCE OF WORK PROHIBITED.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve Arizona State University and may involve access to secure or sensitive data or personal client data or development or modification of software for the University shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers.
- 24. NON-DISCRIMINATION.** The successful contractor or 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, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment Card Industry Data Security Standard and provide written attestation of compliance annually.

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

- 28. DEBARMENT AND SUSPENSION.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled “Responsibilities of Participants Regarding Transactions”. The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.
- 29. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 30. PROPOSER TO PACKAGE GOODS.** Proposer will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Proposer's name and address; (b) University department's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Proposer shall bear cost of packaging unless specifically otherwise provided.
- 31. SHIPMENT UNDER RESERVATION PROHIBITED.** Proposer is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
- 32. TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point or points of delivery.
- 33. RIGHT OF INSPECTION.** The University shall have the right to inspect the goods at delivery before accepting them.
- 34. NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of goods must fully comply with all provisions of this Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender.
- 35. WARRANTIES.** In addition to any implied warranties, Proposer warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples, if any, furnished by the Proposer. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 36. COPYRIGHT OWNERSHIP.** Proposer's work under this agreement is “work for hire” for purposes of the copyright laws of the United States and any foreign countries, and title to any subject copyright will vest with the University.

If for any reason the Work would not be considered a work made for hire under applicable law, Proposer sells, assigns, and transfers to University all rights and title to the copyright in the

Work, related registrations and copyright applications, and any related renewals and extensions. This grant of rights and assignment extends to all works based upon, derived from, or incorporating the Work, to all income, royalties, damages, claims and payments payable now or later, to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and to all corresponding rights throughout the world.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Author waives and appoints University to assert on the Proposer's behalf the Proposer's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including removal or destruction) or the making of any derivative works based on the Work, including photographs, drawings or other visual reproductions of the Work, in any medium, for university purposes.

Proposer agrees to execute all papers and to perform other proper acts as University may deem necessary to secure these rights for University or its designee.

**37. INSURANCE REQUIREMENTS.** Without limiting any liabilities or any other obligation of the Proposer, the Proposer shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage below. **Minimum requirements are subject to change based on scope of work and contract awarded.**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

**1. Commercial General Liability – Occurrence Form**

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

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

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

**2. Business Automobile Liability**

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

|                             |             |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

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

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

|                       |           |
|-----------------------|-----------|
| Workers' Compensation | Statutory |
|-----------------------|-----------|

|                         |             |
|-------------------------|-------------|
| Employers' Liability    |             |
| Each Accident           | \$ 500,000  |
| Disease – Each Employee | \$ 500,000  |
| Disease – Policy Limit  | \$1,000,000 |

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**4. Professional Liability (Errors and Omissions Liability)**

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

**5. Technology Errors and Omissions Insurance**

|                  |             |
|------------------|-------------|
| Each Claim       | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |

Coverage to include:

- Systems analysis;
- Software design;
- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing including outsourcing development and design;
- Systems design, consulting, development and modification;
- Training services relating to computer software or hardware;
- Management, repair and maintenance of computer products, networks and systems;
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
- Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287 and shall be sent by certified mail, return receipt requested.

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

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

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

**E. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as 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.

- 38. PERFORMANCE AND PAYMENT BONDS.** The Proposer shall provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of this Agreement and the payment of all obligations (100%) rising thereunder, in such form as the University may prescribe and with approved sureties. The successful Proposer shall deliver the required bonds to the University not later than the date of executing this Agreement. The Proposer shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to this Agreement to one hundred percent (100%) of the total value amount of each change order.
- 39. SALES AND USE TAX.** The Proposer agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Proposer further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Proposer or any subcontractor to comply with the provisions of any or all said laws and amendments. The University is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from the University.
- 40. PERSONNEL.** Employees of the Proposer assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.
- 41. LIQUIDATED DAMAGES.** The University and the Proposer agree that in the event that the Proposer fails to perform under this Agreement, the University will be damaged. The extent of the damage is very difficult to calculate. Therefore, the Proposer agrees to pay the University liquidated damages if the agreed upon delivery and installation dates are not met. These liquidated damages shall be \$10,000 per day.

- 42. INSTALLMENT PAYMENT AGREEMENT.** The University is precluded from entering into an installment payment agreement unless such agreement can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the University. If funds are not allocated for this Agreement for periodic payment in any future annual fiscal period, following the University's formal request for funds, the University is not obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. The University agrees to notify the Proposer of such non-allocation at the earliest possible time. No penalty shall accrue to the University in the event this provision shall be exercised. This provision shall not be construed so as to permit the University to terminate this Agreement in order to acquire similar equipment from another party.
- 43. PRICE ADJUSTMENT.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Proposer. The University will not approve price increases that will merely increase the gross profitability of the Proposer at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall determine whether the requested price increase or an alternate option is in the best interest of the University. Similarly, Proposer agrees that the costs of any maintenance agreements beyond the warranty period will increase a maximum of 3% percent per year and a total of 15% percent over a 20 year period.
- 44. FURNISH AND INSTALL.** The items in this proposal will be provided on a Proposer furnish and install basis. The successful Proposer shall have complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the successful Proposer. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize risk of damage and avoid double handling.
- 45. 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.
- 46. The University and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g).** FERPA permits disclosure of student record information to "other school officials" who have a legitimate educational interest in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials". Designated representatives of Contractor will be designated as "other school officials" for purposes of this Agreement. No designated representative of the Contractor shall disclose information it receives under this agreement to any third party, except with the consent of the student or as required by law. Any disclosures made by the Contractor should comply with the University's definition of legitimate educational purpose. If any designated representative discloses or misuses any educational record, the University will take appropriate action against the designated representative that is similar to action ASU would take against one of its employees who disclosed or misused the educational records of its students.

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

**CONFLICT OF INTEREST CERTIFICATION**

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

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

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

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

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(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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(Address)

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(Email Address)

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(Signature required)

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(Phone)

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(Print name)

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(Fax)

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(Print title)

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(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

**SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION**

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

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

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

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

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(Federal Taxpayer ID Number)

(Purchasing 02-18-2009)

**LEGAL WORKER CERTIFICATION**

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

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

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

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

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(Print title)

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(Federal Taxpayer ID Number)

(Purchasing 09-23-2008)

## SUPPLIER SUSTAINABILITY QUESTIONNAIRE

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

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

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

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

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

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2. What type of sustainable packaging/shipping materials do you use? Please check the items that apply.

- Our packaging/shipping materials are recyclable
  - Our packaging/shipping materials are reusable
  - Our packaging/shipping materials are bio-degradable
  - Our packaging/shipping materials are made from 100% post-consumer recycled materials
- Other – describe other types of sustainable packaging/shipping materials you use:

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3. Does your company have a Green Transportation Plan for your operation? Please check the items that apply.

- We encourage carpooling, public transportation, and using other alternative modes of transportation
  - We subsidize public transportation for employees
  - We are developing a Green Transportation Plan
  - We have an established Green Transportation Plan (describe below)
  - We offer flexible hours, telecommuting or a compressed work week
  - We utilize teleconference, video conference, WebEx or GoTo Meetings
  - We purchase carbon offsets
  - We own electric, hybrid, or E-85 fueled vehicles
  - We rent hybrid vehicles
- Other – describe your company's Green Transportation Plan for your operation:

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4. What does your company do to minimize the environmental costs associated with shipping? Please check the items that apply.

- We are evaluating what the company can do to minimize the environmental costs associated with shipping
- We combine deliveries with customer visits
- We consolidate deliveries
- We use bike couriers for local delivery
- We utilize electronic communications and electronic transfer of documents. E-mail, fax and Portable Document Format (PDF)
- We use eco-friendly courier's packaging/shipping materials that include post-consumer waste recycled

- materials and are recyclable
- Our packaging and shipping materials are reused until they eventually get recycled
- We have established a sustainability plan that minimizes the need for shipping (describe below)
- We update mailing lists to minimize unwanted mailings
- We specify products that can be purchased within a 500 mile radius of the delivery location
- Other – describe what your company does to minimize the environmental costs associated with shipping

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5. Does your company have an environmental policy statement? Please check the items that apply.

- We are developing an environmental policy statement
- Our environmental policy statement consists of a commitment to promote environmental stewardship
- Our environmental policy statement describes our company's Sustainability Initiative
- We have formed an oversight committee to ensure the success of our environmental policy
- Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability
- Other - Provide (or supply a link) your company's environmental policy statement

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6. Has your company ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- No, my company HAS NOT been cited for non-compliance of an environmental or safety issue.
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue.  
State the reason, date and outcome of the citation

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7. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit)? Please check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
- We are developing a recycling program
- We utilize a formal energy management system
- We are a member of various environmental organizations
- We have formed a Sustainability Committee to identify sustainable solutions for our company
- We have a company-wide Recycling Program
- Our Director of Sustainability initiates and supports sustainability efforts
- We have performed an environmental or waste audit
- We are recognized by peers and environmental organizations for providing leadership in sustainability
- We are a carbon-neutral company
- Other - what other programs do you have in place, or planned for promoting resource efficiency

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8. Does your company have web-based materials available documenting your "Green" initiatives? Please check the items that apply.

- We are developing web-based documentation of "Green" initiatives (provide link)
- Our website includes "Green" reference information (provide link)
- Our website contains an environmental policy statement (provide link)
- Our website includes materials that document company's "Green" initiatives (provide link)
- Our website contains our company's Sustainability Report (provide link)
- Other – Does your company have other web-based materials available documenting your "Green" initiatives? (provide link)

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

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

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10. If you are providing a product, has the manufacturer of the product that you are proposing ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- No, the manufacturer of the product that I am proposing HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, the manufacturer of the product that I am proposing HAS been cited for non-compliance of an environmental or safety issue  
Provide reason, date and outcome of the citation

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11. Has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am proposing HAS NOT been conducted by a certified testing organization, such as Green Seal
- Yes, an environmental life-cycle analysis of the product that I am proposing HAS been conducted by a certified testing organization, such as Green Seal.  
Provide certification

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12. If selected pursuant to this solicitation, what are your plans for continuing your operations and services to ASU if there is a major and/or catastrophic pandemic influenza outbreak?

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

|   |  |  |
|---|--|--|
| <b>► Taxpayer Identification Number (TIN)</b> |  | <input type="checkbox"/> Employer ID Number (EIN)<br><input type="checkbox"/> Social Security Number (SSN) |
|---|--|--|

|  |  |
|--|--|
| <b>► LEGAL NAME:</b><br>(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# \_\_\_\_\_

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

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

|   |  |   |  |   |
|---|--|---|--|---|
| <b>► ENTITY TYPE</b>  |  |   |  |   |
| <input type="checkbox"/> Individual (not a business)                                      | <input type="checkbox"/> Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC     | <input type="checkbox"/> Corporation (NOT providing health care, medical or legal services) | <input type="checkbox"/> Corporation (providing health care, medical or legal services)            | <input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC |
| <input type="checkbox"/> The US or any of its political subdivisions or instrumentalities | <input type="checkbox"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities) | <input type="checkbox"/> Tax-exempt organizations under IRC §501                            | <input type="checkbox"/> An international organization or any of its agencies or instrumentalities | <input type="checkbox"/> State of Arizona Employee                                |

**► CERTIFICATION**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding,
- I am a U.S. person (including a resident alien).

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

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

|                              |       |
|------------------------------|-------|
| Signature of U.S. Individual | Date: |
|------------------------------|-------|

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

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

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

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

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

|                          |           |  |
|--------------------------|-----------|--|
| <input type="checkbox"/> | Section 1 | RFP Cover Page & Checklist, Mandatory Certifications and Substitute W-9  |
| <input type="checkbox"/> | Section 2 | Statement confirming that project completion date of 8/10/12 can be met. |
| <input type="checkbox"/> | Section 3 | Qualification, Section VII   |
| <input type="checkbox"/> | Section 4 | Response to the Scope of Work, Section V                                 |
| <input type="checkbox"/> | Section 4 | Price Schedule, IX, Attachment 1   |
| <input type="checkbox"/> | Section 5 | Exceptions to Terms and Conditions                                       |
| <input type="checkbox"/> | Section 7 | Supplier Sustainability Questionnaire                                    |
| <input type="checkbox"/> | Section 8 | Confidential/Proprietary Justification Letter with Sealed documents.     |

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

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