INVIATION TO BID
ARIZONA STATE UNIVERSITY
PURCHASING & BUSINESS SERVICES
DATE 2/12/16
NO. 231606

FORMAL SEALED BID WILL BE RECEIVED UNTIL (TIME) 3:00 PM MST
DATE 2/29/16
DATE DUE

BIDS TO BE OPENED AT (BUILDING AND ROOM)
University Services Building

Bids are to be submitted in a sealed envelope marked “Sealed Bid No. ITB 231606 due 3:00 PM MST, 2/29/16”. Faxed or Emailed bids are not sealed and shall be rejected.

DATE DUE
2/29/16
RETURN TO: Alex Parma, Buyer
Arizona State University
1551 S Rural Rd
Tempe, AZ 85281

Bidder:

If you are not prepared to bid, return this form and state the reason. The right is reserved to accept or reject all, or any part, of any bid submitted.

Read instructions, terms and conditions included herein.

BUYER’S SIGNATURE

All Bids Must Be F.O.B. University

RETURN TO: Purchasing & Business Services at University Services Building, 1551 S Rural Road, Tempe, AZ 85281-5212
OR MAIL TO: Purchasing & Business Services, USB, Arizona State University, PO Box 875212, Tempe, AZ 85287-5212

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Toshiba motor, P/N: 024-27801-628.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Any additional costs, fees, and expenses must be itemized and listed. Any additional expenses not explicitly stated will not be honored by ASU.

Please include lead time in your bid.

IMPORTANT: Show Arizona and local sales tax when applicable. If not shown as a separate item, it will be assumed to have been included in unit and total prices. SALES TAX

St. of AZ Resale License No. | Terms | Shipment will be made days after receipt of order | TOTAL |
Federal Tax ID Number | Telephone Number (Indicate an 800# if available) | |
Firm (CO.) Name | By (Signature) | Date |
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPECIFICATIONS</td>
<td>3</td>
</tr>
<tr>
<td>CONFLICT OF INTEREST CERTIFICATION</td>
<td>4</td>
</tr>
<tr>
<td>FEDERAL DEBARRED LIST CERTIFICATION</td>
<td>5</td>
</tr>
<tr>
<td>ANTI-LOBBYING CERTIFICATION</td>
<td>7</td>
</tr>
<tr>
<td>LEGAL WORKER CERTIFICATION</td>
<td>9</td>
</tr>
<tr>
<td>SUPPLIER SUSTAINABILITY QUESTIONNAIRE</td>
<td>10</td>
</tr>
<tr>
<td>SERVICE PROVIDER ACKNOWLEDGEMENT</td>
<td>15</td>
</tr>
<tr>
<td>SUBSTITUTE W-9 &amp; VENDOR AUTHORIZATION FORM</td>
<td>18</td>
</tr>
<tr>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>20</td>
</tr>
<tr>
<td>STANDARD TERMS &amp; CONDITIONS</td>
<td>22</td>
</tr>
</tbody>
</table>
SPECIFICATIONS

2. Vendor will remove the existing motor, which requires mechanical and electrical disconnection. The old motor will be disposed of by the vendor.
3. Alter the old motor structural supports for the new motor.
4. Install and mount the new motor.
5. Make all mechanical and electrical connections.
6. Align the motor to the chiller's compressor.
7. Start and test the motor's operation.
8. Motor must be delivered and installed by 4/29/16.

NOTE:

*Heavy industrial rigging will be required to remove the old motor from the chiller and the plant building and to install the new motor.

*A certificate of insurance will be required prior to the start of the project. Requirement are listed in the Standard Terms and Condition.
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.

________________________________  _______________________________
(Firm)        (Address)
________________________________  _______________________________
(Email address)        (Address)
________________________________  _______________________________
(Signature required)        (Phone)
________________________________  _______________________________
(Print name)        (Fax)
________________________________  _______________________________
(Print title)        (Federal Taxpayer ID Number)

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

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

_____________________
(Date)

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

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

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

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

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

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

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

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

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

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

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

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

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

________________________________  _______________________________  
(Firm)        (Address)  
________________________________  _______________________________  
(Email address)      (Address)  
________________________________  _______________________________  
(Signature required)     (Phone)  
________________________________  _______________________________  
(Print name)      (Fax)  
________________________________  _______________________________  
(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)
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, ASU is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with Arizona Revised Statutes §23-214-A. Contractor warrants that it complies fully with all applicable federal immigration laws and regulations that relate to its employees, that it shall, as applicable or required under Arizona Revised Statutes §23-214A, verify, through the e-verify 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 to work on this Contract, and that it shall, as applicable or required under Arizona Revised Statutes §23-214A, require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.

A breach of the foregoing warranty shall be deemed a material breach of the contract. In addition to the legal rights and remedies available to the University hereunder and under the common law, in the event of such a breach, the University shall have the right to terminate the contract. Upon request, the University shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

________________________________  _______________________________
(Firm)        (Address)

________________________________  _______________________________
(Email address)        (Address)

________________________________  _______________________________
(Signature required)        (Phone)

________________________________  _______________________________
(Print name)        (Fax)

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

(Purchasing 06-23-2014)
SUPPLIER SUSTAINABILITY QUESTIONNAIRE

The Supplier Sustainability Questionnaire is used to help the University understand how sustainable a supplier is. Sustainability is an important goal for the University, and as such, we expect our suppliers to help us support this goal. There are two (2) different questionnaires posted, one is for large companies while the other is for small businesses. A company is considered to be large when there are more than 100 fulltime employees or over 4 million dollars in annual revenue generated.

LARGE COMPANY

Firm Name: ________________________ Date: ________________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:

- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

Energy
1. What is your firm doing to be energy efficient?
2. What are your firm’s annual greenhouse gas emissions in metric tons of carbon dioxide equivalent? (Enter total metric tons of CO2 equivalency [includes the following GHGs: CO2, CH4, N2), SF6, HFCs and PFCs])
3. What plan is in place to reduce greenhouse gas emissions in the future?

Solid Waste
1. What is your firm doing to reduce waste to landfill?
2. What is your firm’s annual waste to landfill generated in metric tons? (Enter total metric tons)
3. What plan is in place to reduce waste to landfill generated in the future?

Water Waste
1. What is your firm doing to reduce water waste?
2. What is your firm’s annual water waste in gallons? (Enter total gallons)
3. What plan is in place to reduce water waste in the future?

**Packaging**
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

**Sustainability Practices**
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Has an environmental life-cycle analysis of your firm’s products been conducted by a certified testing organization?
8. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
9. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
10. Name any third party certifications your firm has in regards to sustainable business practices?
11. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

**Community**
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?
SMALL COMPANY

Firm Name: ____________________ Date: ____________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods.

The University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

To each question please provide at least one (1) of the following types of responses:

- An explanation or description
- A URL of your policy or program

An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

**Energy**
1. What is your firm doing to be energy efficient?
2. What plan is in place to reduce greenhouse gas emissions in the future?

**Solid Waste**
1. What is your firm doing to reduce waste to landfill?
2. What plan is in place to reduce waste to landfill generated in the future?

**Water Waste**
1. What is your firm doing to reduce water waste?
2. What plan is in place to reduce water waste in the future?

**Packaging**
1. What is your firm’s plan to minimize packaging and/or describe your firm’s packaging “Take Back” program?
2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

**Sustainability Practices**
1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm’s sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
9. Name any third party certifications your firm has in regards to sustainable business practices?
10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

Community
1. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
2. What educational programs does your firm have to develop employees?

If your firm is just beginning the sustainability journey, or is looking for tools and resources, here are some suggestions:

Energy
Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:
- http://www.ghgprotocol.org/calculation-tools
Practice Green health provides basic information and tools for emissions as well:

Solid Waste
The EPA’s pre-built excel file to help measure and track your waste and recycling:
- http://www.epa.gov/ssa/wastewise/measure-progress.htm
Greenbiz’s comprehensive guide to reducing corporate waste:

Water Waste
BSR’s guide on how to establish your water usage:
EPA information about conserving water:
- http://water.epa.gov/polwaste/nps/chap3.cfm

Packaging
Links to get you started on sustainable packaging:
Sustainability Practices

Ideas for alternative transportation programs:

The EPA environmentally preferable purchasing guidelines for suppliers:
- [http://www.epa.gov/epp/](http://www.epa.gov/epp/)

EPA life cycle assessment information:
- [http://www.epa.gov/nrmrl/std/lca/lca.html](http://www.epa.gov/nrmrl/std/lca/lca.html)

Green Seal green products & services:

Ecologo cleaning and janitorial products:

EPA information on sustainable landscape management:
All service providers are required to read and sign the ASU Service Provider Agreement prior to performing work that may involve disturbing of any surface materials on ASU property. Failure on the part of the service providers to comply with these requirements may result in termination of the contract with ASU.

SERVICE PROVIDER ACKNOWLEDGEMENT

Arizona State University is committed to protecting the health and welfare of students, faculty, staff, visitors, and to the environment. Accordingly, it is important that all members of the ASU community recognize and share this commitment and comply with the environmental, health and safety policies, rules, procedures and regulations governing ASU campus activities.

ASU is also looking to the community, including service providers, for cooperative and responsible leadership that will help the University implement a safer environment through safer practices and more sustainable solutions.

Towards this end, it is ASU’s expectation that all service providers have the responsibility for environmental, health, and safety issues created or otherwise arising from or related to their work under their contract with ASU. The service provider shall ensure that its employees are properly identified (e.g. officially issued picture ID and/or badge) and have been instructed about the boundaries of their work areas. Service providers will comply with all applicable local, state, and federal rules and regulations, including those related to the Occupational Safety and Health Act of 1970. For all service providers, ASU is providing a few general guidelines in this document concerning conducting work on ASU Job Sites.

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

GENERAL SITE INFORMATION

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

- Permission must be obtained from the Project Manager whenever it is necessary for personnel to go to the roof of any building.

- Lunch and break areas are to be coordinated through the Project Manager.

- Pedestrians should use walkways where provided. Shortcuts shall not be taken through operating areas.

- Explosives of any type are prohibited on the site with the exception of Powder Actuated Tools.
• Barricading of ASU streets (contacting ASU Police at 480-965-3456 is required prior to any barricades being set).

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

Web View of [Service Provider Job-Site Safety Information](#)

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

Arizona State University is informing all service providers of the potential presence of asbestos, lead and/or other hazardous materials at ASU. Depending on the location(s) of your work, there may be one or more of these materials present. It is your responsibility to discuss the full scope of your work with the CPMG Project Manager or designee so that you have the appropriate information related to asbestos, lead and/or other potentially hazardous materials. If the scope of your work changes, contact your CPMG Project Manager or designee before proceeding to determine if the change in scope may involve the potential disturbance of asbestos, lead and/or other hazardous materials.

Should there be changes to your scope of work affecting areas outside of your original contract area, or, if unforeseen or unidentified suspect materials be uncovered or discovered during your work, you are required to stop all work which would impact those materials until they can be evaluated and tested by ASU. Immediately upon discovery of any unidentified or unforeseen building material, you must notify the CPMG Project Manager to arrange for ASU to evaluate and test the materials.

Prior to your work taking place, inspections for asbestos, lead and other potentially hazardous materials must be (or have been) conducted by ASU, and identified materials (containing asbestos, lead or other hazardous materials) that would be disturbed by your current scope of work will be (or have been) removed or isolated in such a manner as to prevent potential exposure. Please contact ASU CPMG Asbestos Program Manager at 480-965-7739 to determine if, based on your current scope of work, there any remaining materials which are or may be present in adjacent location(s), but should not be disturbed.

Your signature on this document acknowledges you received this disclosure and that you had the opportunity to review your scope of work with the CPMG Project Manager or designee.

The [Service Provider Job-Site Safety Information](#) Orientation document is meant to serve as a guide for the contractor/vendor, any and all of its supervisors, and any and all of its subcontractors during their performance within the scope of work under their contract with ASU. Although the document sets forth certain guidelines and rules of operations on ASU sites, it is not intended to address every potential safety and health issue that may arise during the scope of the contracted work. **IT DOES NOT COVER EVERY POSSIBLE SITUATION.**
While ASU retains the right to periodically review the work of any service provider, its supervisors, or its subcontractors, ASU does not assume responsibility for any issues identified outside of contract compliance.

Accordingly, ASU expects each service provider to supplement the provisions contained in the Service Provider Job-Site Information & Guideline document with proper instructions and work practices that, based on knowledge and experience, will help decrease the likelihood of injury to service provider employees, subcontractors’ employees, and to others, as well and prevent damage to property and material on ASU sites.

[Service Provider Name]

[Street Address]

[City, State Zip]

The above service provider certifies that they, any and all of its subcontractor’s, or its supervisors, prior to commencing any work on an ASU site, have reviewed and understand the contents of the Service Provider Job-Site Information & Guidelines document and/or have attended the Service Provider Job-Site Information & Guidelines orientation program produced by ASU Department of Environmental Health and Safety. By having their representative sign and date this document prior to commencing any work, the service provider accepts, and agrees to the provisions of these Acknowledgement Clauses. The service provider is required to provide the original of this signed document to EHS and a copy to CPMG.

[Name]

[Title]

Employer Representative Signature                                           Date
ATTN: Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.

**Taxpayer Identification Number (TIN)**

- Employer ID Number (EIN)
- Social Security Number (SSN)

**LEGAL NAME:**

(must match TIN)

**LEGAL MAILING ADDRESS:**

(Where tax information and general correspondence is to be sent)

DBA/Branch/Location:

ADDRESS LINE 1:

ADDRESS LINE 2:

CITY:  
ST:  
ZIP:

**REMIT TO ADDRESS:**

☐ Same as Legal Mailing Address

DBA/Branch/Location:

ADDRESS:

ADDRESS LINE 2:

CITY:  
ST:  
ZIP:

**ENTITY TYPE** (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)

- Individual (not a business)
- Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC
- Corporation (not providing health care, medical or legal services) (EP: 5)
- Corporation (providing health care, medical or legal services) (EP: 5)
- The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)
- A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)
- Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)
- An international organization or any of its agencies or instrumentalities (EP: 4)
- Partnership, LLP or partnership organized as LLC or PLLC
- State of Arizona employee

Corporations: Is your or an affiliated company’s stock regularly traded on one or more established security markets?

☐ Yes  ☐ No (FC: D/E)

**CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because I am exempt from backup withholding, 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 and dividends, or the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen or other U.S. person (defined below).
4. The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct.

**Certification instructions.** You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

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.
**Financial Services**

**Vendor Authorization Form**

---

<table>
<thead>
<tr>
<th><strong>RETURN TO ASU</strong></th>
<th><strong>DO NOT SEND TO IRS</strong></th>
</tr>
</thead>
</table>

- **Legal Name:**
- **TIN:**

Are you doing business in Arizona for purposes of sales/use tax collection and remittance?  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If you select Yes, please provide your Arizona License # and sales/use tax rate charged %  

<table>
<thead>
<tr>
<th>DUNS#</th>
</tr>
</thead>
</table>

---

**SECTION 1 - FEDERAL INFORMATION**

**What is your business’ federal classification type?** See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) [http://www.sba.gov/size](http://www.sba.gov/size)

<table>
<thead>
<tr>
<th>Large Business?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business?</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

Please check all that apply to your business for the federal supplier type:

- [ ] Service-Disabled Veteran-Owned (VD)
- [ ] Small Disadvantaged (SD)
- [ ] Women-Owned (WO)
- [ ] Veteran-Owned (VO)
- [ ] Minority Institution (MI)
- [ ] HUB Zone (HZ)

---

**SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION**

Are you self-certified according to this State of Arizona definition? “Less than 100 full-time employees OR less than $4 million in volume in the last fiscal year”

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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 to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.

Print Name:

Signature:

Phone:  
Fax:

Email:

**VENDOR:** List the product or service provided.

If the buyer name is listed, please return to the buyer.

<table>
<thead>
<tr>
<th>Buyer:</th>
<th>Phone:</th>
<th>Email:</th>
</tr>
</thead>
</table>

---

**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.
INSTRUCTIONS TO BIDDERS

1. Formal sealed bids must be received in the Purchasing Department no later than the time and date specified in the Invitation to Bid. It is the responsibility of the bidder to see that the bid is received on time. No telegram or telephone bids are acceptable.

2. When a brand or trade name appears in the specifications it is understood that it refers to that material or its equivalent, unless specifically stated, “no substitute”. If an equivalent is acceptable, the features and/or specifications that must be equaled or exceeded will be stated in the specifications.

3. Unless specifically stated “no substitute”, attach complete specifications for any substitution offered to show that it meets or exceeds the needed features and/or specifications, or when amplification is desirable or necessary.

4. At any time prior to the specified time and date set for bid opening, a bidder (or his designated representative) may withdraw his bid.

5. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after the specified time for opening bids.

6. Unless the bidder states otherwise, the University reserves the right to award by individual line item, by group of line items, or a total, whichever is deemed most advantageous to the University.

7. Sales and Use Tax. Arizona state and city sales taxes are payable by the University. Use tax on purchases outside the state of Arizona is the responsibility of the University. Bidders are not to include use tax in bid. The University calculates use tax on each out-of-state purchase and makes payment directly to the Arizona Department of Revenue. Arizona State University is exempt from Federal Excise Tax. Our Tax Exemption Number is A295813.

8. Time, in connection with discount offered, will be computed from the date of delivery of the supplies or materials to the University, or from date correct invoice is received, whichever is later.

9. Periods of time, stated as a number of days, shall be calendar days.

10. Unless otherwise specifically provided in this Invitation to Bid, all equipment, materials, parts and other components incorporated in the work or end item covered by this contract shall be completely new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.

11. Samples of items when required, must be furnished free of expense prior to the opening of bids, and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten days following the opening of bids. Each individual sample must be labeled with bidder's name and item number.

12. Arizona State University is a full-time educational institution and is therefore qualified for normal educational discounts. The University is also a unit of the State of Arizona and should receive the benefit of state government pricing (where such prices are lower than educational pricing).

13. All bids will be available for public review subsequent to contract execution or publication of award notification.

14. If federal funds are involved in this procurement, bidders agree to abide by all applicable federal rules and regulations.

15. Award shall be made to the successful bidder whose bid best conforms to the invitation and will be the most advantageous to the University with respect to price, conformity to the specifications and other factors. Other factors to be considered may include, but are not limited to, quality, uniformity of product, and bidder's past performance on other contracts with the University. Where time is of the essence, the best delivery date offered will be taken into consideration in the award. Awards may be made to other than the low price bid.

16. The University, notwithstanding any other provision of this Invitation to Bid (including all attached documents), expressly reserves the right to:

   (a) Waive any insignificant defect or informality in any bid or bidding procedures;

   (b) Reject any or all bids; or

   (c) Reissue an Invitation to Bid.
17. No department, school, or office at the University has the authority to solicit official University quotations other than the Purchasing Department and its immediate administrative supervisors. All such solicitation is performed under the direct supervision of and in complete accordance with the directives of the Director of Purchasing, Arizona State University.

18. 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.
STANDARD TERMS & CONDITIONS

1. DEFINITIONS. Seller is the supplier or vendor of goods or services. Buyer is Arizona State University.

2. SELLER TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Seller’s name and address; (b) Buyer’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. Seller shall bear cost of packaging unless specifically otherwise provided.

3. SHIPMENT UNDER RESERVATION PROHIBITED. Seller 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.

4. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives the goods at the point or points of delivery.

5. 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 Buyer’s obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

6. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

7. REMEDIES AND APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Buyer and Seller shall have all remedies afforded each by said laws.

8. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of goods must fully comply with all provisions of this contract 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 Seller shall not have the right to substitute a conforming tender.

9. FORCE MAJEURE. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this contract 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.

10. ANTI-KICKBACK. In compliance with FAR 52.203-7, the Buyer 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.

11. GRATUITIES. Buyer may, by written notice to the Seller, cancel this contract if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, 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 contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

12. WARRANTIES. In addition to any implied warranties, Seller 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 Seller. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. MODIFICATIONS. This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

14. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

15. 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 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.

16. NONDISCRIMINATION. Bidder shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, or national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

17. 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 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.

18. TERMINATION FOR DEFAULT. In the event that the Seller shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the Buyer may notify the Seller in writing of such failure and demand that the same be remedied within 10 days. Should the Seller fail to remedy the same within said period, the Buyer shall then have the right to terminate this Agreement.

19. NO WAIVER. No waiver by Buyer of any breach of the provisions of this Agreement by the Seller shall in any way be construed to be a waiver of any future breach or bar the Buyer’s right to insist on strict performance of the provisions of the Agreement.

20. TERMINATION. Buyer may by written notice, stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. Buyer shall pay Seller 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 Seller as approved by Buyer, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.

21. CANCELLATION OF STATE CONTRACT. In accordance with ARS 38-511, this order may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Buyer is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

22. LABOR DISPUTES. Seller shall give prompt notice to Buyer of any actual or potential labor dispute which delays or may delay performance of this order.

23. CONTRACT CLAIMS AND CONTROVERSIES. All contract claims and controversies arising under this contract shall be resolved pursuant to the University Procurement Code, as published in the Arizona Board of Regents’ Policy Manual, section 3-809, and in particular section 3-809C.

24. CANCELLATION FOR LACK OF FUNDING. This contract may be canceled without any further obligation on the part of Buyer in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. Seller shall be notified in writing of such non-appropriation at the earliest opportunity.

25. ASSIGNMENT OF ANTITRUST OVERCHARGE CLAIMS. The parties recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the ultimate purchaser; therefore, Seller hereby assigns to the Arizona Board of Regents for and on behalf of Buyer any and all claims for such overcharges.

26. INSPECTION AND AUDIT. All books, accounts, reports, files and other records relating to this contract 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 contract. Such records shall be produced at Arizona State University, or such other location as designated by Arizona State University, upon reasonable notice to the contracting party.

27. PAYMENT TERMS. Unless otherwise stated on the face of this document, the payment terms for this Agreement are Net 30 days. 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 (31) day after the latest date of: the date of valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that 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.

28. INSOLVENCY. The University shall have the right to terminate this contract at any time in the event Seller files a petition in bankruptcy, or in adjudicated bankrupt; or if a petition in bankruptcy is filed against Seller and not discharged within thirty (30)
days; or if Seller 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 Seller or its business.

29. ADVERTISING. Seller agrees that it will not use Arizona State University or any of its names or trademarks in any Seller advertising.

30. SALES TAX PROCEDURE. ASU’s accounts payable system calculates sales tax based on tax rates expressed as percentage. The actual payment amount calculated may differ slightly from the invoiced amount, in the magnitude of a few cents. ASU is not to be re-billed for any such rounding differences; instead, the vendor needs to adjust the balance due from ASU for any such rounding differences.


32. 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://www.sam.gov/portal/public/SAM/.

33. 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.

34. 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.

35. OFFSHORE PERFORMANCE OF WORK PROHIBITED. Due to security and identify 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.

36. In case of a declared emergency by ASU. E.g., Pandemic Flu, information for doing certain financial business with ASU will be posted on this website: http://asu.edu/fs/fs_declaredemergency/

37. FINANCIAL TRANSACTION PROCESSING SERVICES (SSAE 16 or Related Requirements). For any financial transaction processing services, the Bidder agrees to provide the university annually a SSAE 16 audited report (Statement on Standards for Attestation Engagements No. 16: Reporting on Controls at a Service Organization). For credit card and/or e-check merchant
related transactions, Bidder 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. Bidder is required to be in compliance with the requisites of the SSAE 16 and/or Payment Card Industry Data Security Standard and provide written attestation of compliance annually.

38. LEGAL WORKER REQUIREMENTS FOR SERVICE AND CONSTRUCTION CONTRACTS. As required by Arizona Revised Statutes §41-4401, the University is prohibited after September 30, 2008 from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A. The Contractor 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 Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with this requirement.

39. 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 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 energy efficient in all categories available.

40. Intellectual Property (IP) created as a result of the engagement is owned by ASU per ABOR 6-908.

41. Insurance Requirements. Without limiting any liabilities or any other obligation of Entity, Entity will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Entity, its agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Contract and in no way limit any indemnity covenants in this Contract. ASU does not warrant that these minimum limits are sufficient to protect Entity from liabilities that might arise out of the performance of the work under this Contract by Entity, its agents, representatives, employees, or subcontractors.

A. Minimum Scope and Limits of Insurance: Entity will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will 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. Policy will 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, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Entity.”

   b. Policy will 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 Entity.

2. 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. Policy will 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, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Entity, involving vehicles owned, leased, hired, or borrowed by Entity.”
b. Policy will 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 Entity.

c. Policy will contain a severability of interest provision.

3. **Worker’s Compensation and Employers’ Liability.** Statutory limits, as amended from time to time, and in each case no less than the amounts specified below:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td></td>
</tr>
<tr>
<td>Employers Liability</td>
<td></td>
</tr>
<tr>
<td>• Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>• Disease – Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>• Disease – Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

a. Policy will 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 Entity.

b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS § 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/ Independent Contractor) form.

**B. Additional Insurance Requirements:** All policies will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by Entity, even if those limits of liability are in excess of those required by this Contract.

2. Entity’s insurance coverage will be primary insurance with respect to all other available sources.

3. Coverage provided by Entity will not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. Notice of Cancellation:** With the exception of 10 day prior written notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above will require thirty days prior written notice sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512 and will be sent by United States certified mail, return receipt requested.

**D. Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Entity from potential insurer insolvency.

**E. Verification of Coverage:** Entity will furnish ASU 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 ASU 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 this Contract. 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 must be sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and/or ASU reserve the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**F. Subcontractors:** Entity’s certificate(s) will include all subcontractors as insureds under its policies or Entity will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

**G. Approval.** These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in this Contract will require the approval of the Arizona Department of Administration Risk Management Section.