REQUEST FOR PROPOSAL
LICENSING AGENT FOR ASU TRADEMARK MANAGEMENT
RFP 331602
DUE: 3:00 P.M., MST, 02/08/16

Deadline for Inquiries 3:00 P.M., MST, 01/25/16
Time and Date Set for Closing 3:00 P.M., MST, 02/08/16
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SECTION I – REQUEST FOR PROPOSAL

RFP 331602

Arizona State University is requesting sealed proposals from qualified firms or individuals for Licensing Agent for ASU Trademark Management.

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, 02/08/16 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

Tamara John
Buyer
SECTION II – PURPOSE OF THE RFP

1. INTENT

Arizona State University desires to enter into a contract with a qualified, experienced, financially sound and responsible firm to provide Trademark Licensing Agency Services to protect the University from unauthorized use of its trademarks; to promote the image of the University and thereby increasing the desire of legitimate organizations to enter into product licensing and promotional use agreements resulting in an increased awareness of the University’s trademark rights and increase royalties derived from licensing arrangements.

2. BACKGROUND INFORMATION

Arizona State University is creating a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real-world application, blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 82,000 students at the Tempe Campus; Polytechnic Campus, in Mesa; West Campus, in Glendale; and the Downtown Campus in Phoenix. Phoenix, Arizona is the nation's sixth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all 50 states and more than 100 nations across the globe.

For more information about Arizona State University, visit our Web site at http://www.asu.edu.

3. TERM OF CONTRACT

The initial contract term will be for three (3) years with the possibility of one (1) successive two (2) year renewal, for a total term not to exceed five (5) years. The contract will be available for use by other University departments during this term.
SECTION III – PRE-PROPOSAL CONFERENCE

X  No pre-proposal conference will be held.
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). A parking meter is located near the main entry to USB.

   All visitors to USB are required to check in at the USB Reception Desk.

3. 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).

4. You may withdraw your proposal at any time prior to the time and date set for closing.

5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitations are performed under the direct supervision of the Chief Procurement Officer and in complete accordance with University policies and procedures.

6. 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.

7. 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.
8. 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 solicitation. Price, although a consideration, will not be the sole determining factor.

9. 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 Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

10. 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, 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.**

11. 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.

12. 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.

13. **EXCEPTIONS:** 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 contract 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.**

14. 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.

15. 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.

16. 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.

17. All proposals 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.

18. All required performance and payment bonds shall be held by the University in a secure location until the performance of the contract and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer’s responsibility to request the surety bonding company to submit to the University the necessary documents to approve the release the bonds. Until such time the bonds shall remain in full force and effect.

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 proposal to this Request for Proposal, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Proposal.

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 proposer, the Community College District and/or Maricopa County may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, please state so in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract 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 proposer, a member of $AVE may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to a member of $AVE, please state so in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract 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 to:

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

Tel: 480-727-3752  
E-mail: tamara.john.1@asu.edu

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

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

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 Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.

25. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal 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, the University 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 contract resulting from this Request for Proposal, 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 HIPAA, 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, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer’s breach of its obligations under this paragraph.

28. 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 or offeror. 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 (10) 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:

Nichol Luoma  
Chief Procurement Officer  
Arizona State University  
PO Box 875212  
Tempe AZ 85287-5212  
Email: nichol.luoma@asu.edu
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.

**29. Other Opportunities with the University NOT related to this Request for Proposal.**

**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 the University’s 380,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with the University, 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.
- 221,000 of alumni reside in Arizona.
- More than 199,000 alumni live in Maricopa County.
- 38,000 of alumni reside in California.
- 55% of ASU alumni are under the age of 55.
- 85% own their own place of residence.
- 60% earn more than $50,000 annually.
- 40% fall in the top two highest wealth rating categories.
- 14% hold multiple and/or advanced degrees.

Specific partnership opportunities exist in a variety of areas.
- Advertise in the quarterly ASU Magazine, mailed to more than 340,000 homes around the world. The rate card is available for download. [https://magazine.asu.edu/advertising](https://magazine.asu.edu/advertising)
- Sponsor one of the Association’s many programs and events and receive recognition and access to targeted audiences. Events include: Founder’s Day, Homecoming, Travel shows, Career Fairs and many more! 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 110 Chapter/Club websites or in our electronic newsletters, sent out to more than 200,000 people monthly. Cost is $1000 per month per each advertising venue.
- Learn more by viewing our [media kit](#).

Contact Robin Hawkins at 480-965-4631 or robin.hawkins@asu.edu today to start doing business with the Sun Devil nation.

**Sun Devil Sports Marketing**

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics. Sponsorship opportunities include, but are not limited to, on-premise signage, TV, radio, print, internet, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Greg McElroy at 480-965-2022 or at Greg.McElroy@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:**
  - 3 TV Channels – Eight HD, Eight Life & Eight World
  - Eight Magazine – 50,000 households each month
  - Web views – www.azpbs.org (100,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses … and more.

Contact: Janine Haley, Eight Corporate Support at 602-496-6202 or Janine.Haley@asu.edu.
SECTION V – SPECIFICATIONS/SCOPE OF WORK

Proposers shall provide detailed responses to each item listed below. Responses must include:

- The proposed method for performing the service;
- The ability to provide the service;
- Prior relevant experience in the collegiate licensing industry with the service;
- A list of staff members that will perform each specific service; and
- A complete list of universities represented to include dates of representation.

This Scope of Work is not to be considered all-encompassing but rather a list of some of the primary services that are currently being provided to the University. Proposers are encouraged to include and address any additional issues not covered by the Scope of Work.

CURRENT SERVICES:

1. PROPOSER CONTACT:

Proposer shall assign a qualified and experienced representative to be the point of contact for the University’s Trademarks & Licensing Department. The assigned representative must be able to competently address individual University licensing concerns and follow through to assure timely responses to the University and its apparel and non-apparel licensing suppliers. Please provide a list of the immediate account team that would be assigned to ASU should your company be awarded the contract, along with each team member’s years of account management experience working with Pac-12 Conference licensing programs.

2. LICENSING SERVICES

The successful proposer shall become an authorized agent of the University to enter into written Licensing Agreements with third-party entities to manufacture both apparel and non-apparel products bearing the name, trademarks or images of ASU. The successful proposer must:

2.1. Provide digital art to current and prospective licensees. This includes receiving graphics from ASU sources, digitizing the artwork files and providing guidance to licensees for correct usage.

2.2. Provide an overview of the in-house graphic design services that your agency provides. Please provide a list of the dedicated graphic designers that are employed by your agency and their experience working with prominent collegiate brands.

2.3. Provide a list of specific tools available to assist the University in improving licensee color accuracy for licensed products.

2.4. Provide a secure, web-based approval tool that allows licensees to easily submit graphic designs for approval by ASU’s Trademarks and Licensing Department. Describe the tool’s capability to be used by ASU staff on mobile devices through mobile applications.
2.5. Provide 24/7 access to a web-based portal enabling ASU to analyze its licensing data at any time. Data should include, but not be limited to the following: gross sales, average unit price and unit totals by licensee, product category, distribution channel and retailer. Please be prepared to provide a demonstration of this service to ASU.

2.6. Provide officially licensed collegiate labels and stickers to licensees to affix to products.

2.7. Provide a description of how your agency will help ASU apply strategic brand management principles to its licensing decisions. Include specific examples of at least three universities that have benefited from your agency’s brand management philosophy within the last two years.

2.8. Provide an overview of your agency’s services to consistently inform its clients on industry news, as well as its execution of continuing educational seminars for universities, licensees, and retailers.

2.9. Provide a detailed description of how your agency would effectively manage all apparel and non-apparel licensee contract expirations and renewal processes.

2.10. Provide a list of the capabilities that your licensing agency has to assist ASU in measuring the performance of its licensing program through benchmarking. Provide a list of Pac-12 Conference peers and revenue peers ($2.5M-$3.5M) that the agency would use to benchmark the ASU program.

3. TRADEMARK PROTECTION

3.1. Provide legal assistance to ASU through an in-house legal staff. Please provide a list of legal staff employed by your company dedicated full-time to collegiate licensing, along with the number of years of experience working with intellectual property rights.

3.2. Provide a description of the legal assistance your agency will provide to the University as part of the standard scope of services.

3.3. Provide a list of any national enforcement networks in which you have a membership.

3.4. Provide a list of any training or educational programs your agency provides to local and national law enforcement agencies.

3.5. Provide an overview of your agency’s ability to conduct market searches and enforcement for unlicensed products.

3.6. Provide a detailed description of your agency’s ability to assist with policing efforts at NCAA events and championship games, College Football Playoff (CFP), bowl games and other high-profile University events, as requested.

3.7. Provide a detailed overview of the legal process used to address unlicensed merchandise found on Internet sites such as eBay, ETSY, Café Press, etc.

4. CORPORATE RESPONSIBILITY (CR)

4.1. Provide a description of your agency’s ability to implement and enforce ASU Trademark and Licensing’s CR standards, including ASU’s Code of Conduct and participation in industry discussions and initiatives related to CR.
4.2. Provide detailed information and CR background experience of the staff members in your organization dedicated full-time to collegiate licensing that would be solely responsible for advising ASU in the management of its CR policies. Please note if those persons have any other responsibilities outside the scope of CR.

5. REMITTANCE

5.1. Provide Proposed Pricing Schedule and detail the requirements for remuneration, including royalties and/or signing bonuses to be paid to the University.

5.2. Provide a statement affirming whether the proposed form of remuneration is unique to this proposal or part of an existing schedule used for all other accounts.

5.3. Provide an overview of your agency’s ability to collect licensee fees (royalties) from all apparel and non-apparel licensees on a quarterly basis and remit payment to the University.

6. REPORTING

6.1. Provide timely, detailed electronic reports and analyses of quarterly royalties. Reports should be detailed by product category and distribution channel, and should provide sales figures for the more than 1,000 ASU retailers. Please provide sample royalty and retail reports that are available to your university partners.

6.2. Provide details of your agency’s ability to accept licensee royalty payments online.

6.3. Provide information on agency’s ability to provide quarterly and annual reports that detail the status of ASU’s licensing program. Please provide examples of these reports.

6.4. Provide confirmation of your agency’s ability to conduct overall yearly audits of at least 100 ASU licensees, or more if specifically requested. Audits should include several licensees in the University’s home market, with input from ASU licensing representatives. Please note the agency’s average audit collection in fiscal year 2014-15 for university partners with annual gross licensing revenue between $2.5M-$3.5M.

6.5. Explain how licensee audits will be conducted and how often.

7. MARKETING AND RETAIL SALES SUPPORT

7.1. Provide evidence of your agency’s ability to aggressively pursue and actively participate in national and regional marketing and retail sales support opportunities for ASU. The University expects that the licensing agent shall possess the necessary market share and local market knowledge to develop and execute impactful marketing and branding programs with ASU’s key national and local retail partners.

7.2. Provide a list of staff and experience of those staff specifically dedicated to collegiate licensing and growing retail opportunities and performing retail marketing services on behalf of ASU. These services must include the development of retail programs designed to drive the sale of licensed product. Please share at least three unique examples of national retail marketing programs and three examples of local or regional retail marketing programs that the agency developed and executed with its collegiate partners within the last two years.
7.3. Provide a list of national retailers that the agency has met with during the past year.

7.4. Provide an overview of services available to generate ASU consumer and demographic data research, and the manner in which the data is compiled, analyzed, and delivered to ASU. Please provide examples of the research reports, the frequency in which ASU will receive the reports, and denote how the data has been utilized to support the growth of university licensing programs.

7.5. Provide a marketing plan for the initial year of the contract that outlines goals and objectives for increasing the revenue and shelf space of ASU product in the local, regional, national and online markets.

7.6. Provide information on the agency’s attendance and representation of the University at all major collegiate licensing conferences and tradeshows.

8. VALUE-ADDED SERVICES:

Please provide a summary of any other value added services or programs which may contribute to the overall value of your proposal, including but not limited to:

a) Training  
b) Industry partnerships  
c) Support of ASU’s Charter and goals  
d) Support of Sustainable development, veterans’ affairs, initiatives in support of women, wellness, and our changing regional demographics.

e) Support and enhance of ASU’s reputation as an innovative, foundational model for the New American University

f) Commitment to provide significant financial and non-financial support for the University and its signature programs.
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions the University is committed to buying goods and services from manufacturers and suppliers who share the University’s 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 (2) 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 minimize packaging and any packaging/packing materials that are provided must 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

Further, proposer is expected to pick up packaging and either reuse it or recycle it. This is a requirement of the contract or purchase order.
SECTION VII – PROPOSER QUALIFICATIONS

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

1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.

2. Financial Statements:

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

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

   Firm’s Name
   Confidential – Financial Statements

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

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

   Firm’s Name
   Confidential – Financial Statements

3. The proposer shall provide an organizational staffing chart of those employees that will be utilized in performing this contract. Detailed resumes of key personnel, including principals, are required.

4. The proposer shall include a list of all accounts currently represented, noting all universities currently represented in the Pac-12 Conference and those located in the State of Arizona.

5. The proposer shall provide references for five (5) accounts that are most similar to the work requested in this RFP. Accounts must be for clients who are of a similar revenue size to ASU ($2.5M-$3.5M), and all accounts must have been represented by the proposer. References must include organization name, services provided, and name, position, telephone number and e-mail address of the individual at the organization who
is most familiar with this account. Note: this may require that you obtain the client’s permission to provide this information to us.

6. Provide a sample of the standard licensing agreement for licensees. Describe the process for approving new licensees.

7. Provide a sample of the standard licensing agreement for university clients. Point out areas of conflict between the RFP language and the Agency’s Agreement.

8. Provide a sample quarterly royalty report furnished to client institutions, with analysis.

9. Provide an overview of the Agency’s philosophy as it relates to managing the ASU brand, both tactically and strategically.
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. Response to the Scope of Work
2. Response to Proposer Qualifications
3. Financial Proposal
4. Reporting (Licensee, Retailer, and Consumer Data) Analytics
5. Sustainability Efforts
6. Value-Added Services
SECTION IX – PRICING SCHEDULE

Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal and detail the requirements for remuneration, including royalties and/or signing bonuses to be paid to the University.

***Note*** Any costs must be identified in your response as the University will not pay for any hidden costs.

Describe in detail:

- Provide the fee, as a percentage of gross sales, for services for the term on the contract.

- Include a list of fees charged to university clients for services not covered in the above fee.
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. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal; and

- **One (1) “single”** continuous (no folders) electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and **less than 10 MB**.

  Any “confidential and/or proprietary” documents must be on a separate CD and labeled appropriately.

- Proposer must check and play all flash drives or CDs before submitting. Company marketing materials should not be included unless the Request for Proposal specifically requests them. All photos must be compressed to small size formats.

Content of Submittal

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

1. Mandatory Certifications, Substitute W-9 and Sustainability Questionnaire as per Section XIII.

2. Response to Section V Scope of Work.

3. Response to Section VII Proposer qualifications.

4. Cost proposal per Section IX Price Schedule.

5. Value Adds: Include any special resources, skills or services which can be provided by the firm in addition to the required scope.
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: Licensing Agent for ASU Trademark Management

PROPOSAL NUMBER: 331602

INQUIRY DEADLINE: 3:00 P.M., MST, January 25, 2016

QUESTIONS ON: _____ ORIGINAL PROPOSAL or _____ ADDENDUM NO. ________

DATE: ____________________________

WRITER: __________________________

COMPANY: _________________________

E-MAIL ADDRESS: __________________

PHONE: ___________________________ FAX: _________________________

QUESTIONS:

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________________________________________________________________________
SECTION XII – TERMS & CONDITIONS

1. **PAYMENT.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of the contract. The payment terms for the contract 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 supplier invoice was received at 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.** The contract shall be governed by and construed in accordance with the laws of the State of Arizona. The University and Contractor shall have all remedies afforded each by said law.

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

4. **ANTI-KICKBACK.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

5. **GRATUITIES.** The University may, by written notice to the Contractor, cancel the contract if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event the contract is canceled by University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

6. **MODIFICATIONS.** The contract can be modified or rescinded only in writing and signed by both parties or their duly authorized agents.
7. **ASSIGNMENT-DELEGERATION.** No right or interest in the contract shall be assigned, or any obligation delegated, by Contractor without the written permission of the University. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. **INTERPRETATION-PAROL EVIDENCE.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract 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 the contract, 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 the contract unless the contract is exempted under the rules, regulations or orders of the Secretary of Labor.

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

11. **NO WAIVER.** No waiver by University of any breach of the provisions of the contract by the Contractor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the contract.

12. **TERMINATION.** The University may by written notice, stating the extent and effective date terminate the contract for convenience in whole or in part, at any time. University shall pay the Contractor as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Contractor as approved by the University, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total contract price.

13. **CANCELLATION OF STATE CONTRACT.** In accordance with A.R.S. § 38-511, the contract 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 the University 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.
14. **LABOR DISPUTES.** Contractor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance under the contract.

15. **CONTRACT CLAIMS AND CONTROVERSIES.** All contract claims and controversies arising under the contract 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.** The contract may be canceled without any further obligation on the part of the Arizona Board of Regents and Arizona State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Contractor shall be notified in writing of such non-appropriation at the earliest opportunity.

17. **ASSIGNMENT OF ANTI-TRUST OVERCHARGE CLAIMS.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Contractor hereby assigns to the Arizona Board of Regents for and on behalf of the University any and all claims for such overcharges.

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

19. **INSOLVENCY.** The University shall have the right to terminate the contract at any time in the event Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.

20. **ADVERTISING.** Contractor agrees that it will not use Arizona State University or any of its names or trademarks in any Contractor advertising.

21. **INDEMNIFICATION.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all
instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of the 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. NON-DISCRIMINATION. The Contractor shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

If applicable, the parties will 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.

23. WARRANTIES. Contractor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by Contractor and personnel employed by Contractor reasonably suited by skill, training and experience for the type of Services they are assigned to perform; (ii) Contractor will comply, and will be responsible for ensuring its employees, contractors, subcontractors and agents comply, with all applicable federal, state and local laws in the performance of its obligations hereunder; (iii) Contractor’s performance under the contract will not result in a breach of any other agreement to which Contractor is a party; (iv) all Contract IP will be original creations, and will not infringe upon or violate any Intellectual Property of any third parties; (v) any software developed under the contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (vi) in addition to all implied warranties at law or in equity, any Deliverables furnished will conform to the specifications, drawings, and descriptions created therefor, and to any samples furnished by Contractor; if there is a conflict among the specifications, drawings, and descriptions, the specifications will govern.

24. INTELLECTUAL PROPERTY OWNERSHIP. All Intellectual Property that Contractor or any of its employees, contractors, subcontractors or agents may make, conceive, discover, develop or create, either solely or jointly with any other person or persons including the University, pursuant to or in connection with the contract (“Contract IP”), will be owned by the University, and where applicable, all copyrightable works will be considered “Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. § 101, et seq. To the extent that any Contract IP is not, by operation of law, considered work made for hire for the University (or if ownership of all rights therein does not otherwise vest exclusively in the University), Contractor hereby irrevocably assigns, and will cause its employees, contractors, subcontractors and agents to so assign, without further consideration, to the University all right, title and interest to all Contract IP. “Intellectual Property” means any and all inventions, designs, original works of authorship,
formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Contractor will make full and prompt disclosure of the Contract IP to the University. During and after the term hereof, Contractor will, and will cause its employees, contractors, subcontractors or agents, on request of the University, to do such acts, and sign, and deliver all such instruments requested by the University to vest in the University the entire right, title and interest to the Contract IP, and to enable the University to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at the University’s cost and expense, to cooperate with the University in the protection and/or defense of the Contract IP and any litigation arising in connection therewith.

25. CONTRACTOR’S INTELLECTUAL PROPERTY OWNERSHIP RIGHTS. Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs the University in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to University a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to University in the course of performing the Services.

26. DATA OWNERSHIP. University will own, or retain all of its rights in, all data and information that University provides to Contractor, as well as all data managed by Contractor on behalf of University, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through University’s or Contractor’s use of the Services or Deliverables (collectively, the “ASU Data”). The ASU Data includes student data, metadata, and user content. The ASU Data shall be University’s Intellectual Property and Contractor will treat it as University’s confidential and proprietary information. Contractor shall not use, access, disclose, or license or provide to third parties, any ASU Data, or any materials derived therefrom, except: (i) for Contractor’s internal, non-commercial purposes; (ii) to the extent necessary to fulfill Contractor’s obligations to University hereunder, or; (iii) as authorized in writing by University. Without limiting the generality of the foregoing, Contractor may not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, University’s prior written consent. Upon request by University, Contractor will deliver, destroy, and/or make available to University, any or all of the ASU Data.

27. NONDISCLOSURE AND TRADE SECRETS. Contractor may receive (or has received) from the University and otherwise be exposed to confidential and proprietary information relating to the University’s business practices, strategies, and technologies, ASU Data, as well as confidential information of the University necessary to perform the Services and/or provide the Deliverables (collectively, “ASU Confidential Information”). ASU Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to Contractor with the legend “ASU Confidential and
Proprietary," or other designations of confidentiality. As between Contractor and the University, the ASU Confidential Information is the sole, exclusive, and valuable property of the University. Accordingly, Contractor will not reproduce or otherwise use any of the ASU Confidential Information except in the performance of the Services or the provision of the Deliverables, and will not disclose any of the ASU Confidential Information in any form to any third party, either during or after the Term, except with the University’s prior written consent. Upon termination of the contract, Contractor will cease using, and will return to the University, all originals and all copies of the ASU Confidential Information, in all forms and media, in Contractor’s possession or under Contractor’s control. In addition, Contractor will not disclose or otherwise make available to the University any confidential information of Contractor or received by Contractor from any third party.

Contractor will have no obligation to maintain as confidential any ASU Confidential Information (other than ASU Data) that Contractor can show: (i) was already lawfully in the possession of or known by Contractor before receipt from the University; (ii) is or becomes generally known in the industry through no violation of the contract or any other agreement between the parties; (iii) is lawfully received by Contractor from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the University sufficient to allow the University to contest such order; or (v) is approved in writing by the University for release or other use by Contractor.

28. INFORMATION SECURITY. 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 so they are in compliance or are consistent with University’s policies and standards regarding data usage and information security. To diminish information security threats, Contractor will (either directly or through its third party service providers) meet the following requirements:

(a) Access Control. Control access to University’s resources, including sensitive ASU Data, limiting access to legitimate business need based on an individual’s job-related assignment. Contractor will, or will cause the system owner to, approve and track access to ensure proper usage and accountability, and Contractor will make such information available to University for review, upon University’s request.

(b) Incident Reporting. Report information security incidents immediately to University (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

(c) Off Shore. Direct services under the contract will be performed within the borders of the United States. Any services that are described in the contract that directly serve University and may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for University will be performed within the borders of the United States. Unless stated otherwise in the contract, this requirement 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 and to all ASU Data.
(d) **Patch Management.** Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of University. Updates and patch management must be deployed using an auditable process that can be reviewed by University upon University’s request.

(e) **Encryption.** All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.

(f) **Notifications.** Notify University immediately if Contractor receives any kind of subpoena for or involving ASU Data, if any third-party requests ASU Data, or if Contractor has a change in the location or transmission of ASU Data. All notifications to University required in this Information Security paragraph will be sent to University Information Security at [Infosec@asu.edu](mailto:Infosec@asu.edu), in addition to any other notice addresses in the contract.

(g) **Security Reviews.** Complete SSAE 16 or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review and approval by University upon University’s request. Currently, no more than two (2) reviews per year are required.

(h) **Scanning and Penetration Tests.** Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in the contract at regular intervals in accordance with industry standards and best practices. Contractor must correct weaknesses within a reasonable period of time, and Contractor must provide results of all tests to University upon University’s request.

(i) University reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.

(j) **Secure Development.** Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning as appropriate prior to releasing new software versions. Contractor will provide internal standards and procedures to University for review and approval upon University request.

29. **AMERICANS WITH DISABILITIES ACT AND REHABILITATION ACT.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

All electronic and information technology and products and services to be used by University faculty/staff, students, program participants, or other University constituencies must be compliant with the Americans with Disabilities Act as amended and the Rehabilitation Act. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

A. **Electronic and Information Technology.** Any acquisition considered electronic and information technology (“EIT”) as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and requires the submission of a completed Voluntary Product Accessibility Template (VPAT) so that the University may ascertain conformance. Proposals without a completed VPAT may be disqualified from competition.
EIT is information technology (IT) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. EIT includes, but is not limited to:

- telecommunication products, such as telephones;
- information kiosks and transaction machines;
- World Wide Web sites;
- software;
- multimedia (including videotapes); and
- office equipment, such as copiers and fax machines.

The University reserves the right to perform real-world testing of a product or service to validate contractor claims regarding Section 508 conformance. To facilitate testing contractor will, upon request, provide the University with access to the product being considered for purchase for a period of at least 30 calendar days.

B. Services and Products. An accessible service or product is one that can be used by as many people as possible, taking into account their physical, cognitive, emotional, and sensory differences.

Services provided include, but are not limited to:

- education and training;
- cultural and athletic events;
- vehicle rentals
- event space and lodging; and
- parking and transportation.

Products include, but are not limited to:

- office equipment;
- office and classroom furniture; and
- kiosks

30. BACKGROUND CHECKS. To ensure the safety and security of University, Contractor will conduct reference checks, background checks, and fingerprinting ("Screenings") as and when required, on all persons employed or contracted by Contractor to perform work under the contract. The necessity and adequacy of the Screenings will be determined by the type of work each person will be performing under the contract; at a minimum, within 90 days prior to a person commencing work under the contract, Contractor will conduct Screenings on such person as would be required if University were hiring the person. These minimum Screening requirements are set forth in ASU ACD 126 at [http://www.asu.edu/aad/manuals/acd/acd126.html](http://www.asu.edu/aad/manuals/acd/acd126.html) and ARS § 15-1649. During the term of the contract, Contractor will exclude from any direct participation in Contractor’s performance under the contract, any dishonest, unethical, unreasonably dangerous, or otherwise unqualified person. Contractor will maintain as part of the
records Contractor is required to maintain hereunder, all Screening information and all
documentation relating to work performance for each employee or contractor who
performs work hereunder. Contractor will abide by all applicable laws, rules and
regulations including the Fair Credit Reporting act and/or any equal opportunity laws,
rules, regulations or ordinances.

31. 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 contractors to all persons or entities who are employees, officers,
subcontractors, consultants, agents, guests, invitees, or licensees of contractor
(Contractor Parties) of this policy is a condition and requirement of the contract.
Contractor further agrees to enforce this contractual requirement against all Contractor
Parties.

32. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. For e-commerce
business and/or credit card transactions, Contractor will comply with the requirements
and terms of the Rules of all applicable Card Associations, as amended from time to
time, and be solely responsible for security and maintaining confidentiality of Card
transactions processed by means of electronic commerce up to the point of receipt of
such transactions by Bank.

Contractor must at all times during the term of the contract be in compliance with the
then current standard for Payment Card Industry Data Security Standard (PCI DSS),
Payment Application Data Security Standard (PA-DSS) for software, and PIN
Transaction Security (PCI PTS) for hardware, and Contractor will provide attestation of
compliance to University annually. The technical solution must include the following:

(a) Contractor maintains its own network operating on its own dedicated infrastructure.
    Contractor’s network includes a firewall that includes access control rules that
    separate Contractor’s PCI network from University and that restricts any
    communication between Contractor’s network devices and University systems.
(b) Contractor treats the University network as an untrusted network and encrypts all
cardholder data traversing the University network using industry standard encryption
algorithms.
(c) A system where University has no ability to decrypt cardholder data.
(d) Devices must be SRED (secure reading and exchange of data) and PTS 3.x
    compliant. EMV compliance is required by October 1, 2015.

33. PARKING. The Contractor shall obtain all parking permits and/or decals required while
performing work on University premises. The Contractor should contact Parking and

34. TOBACCO FREE. The University recognizes that tobacco use is a public health
hazard and is dedicated to providing a healthy, comfortable and productive living,
learning and working environment. Beginning Aug. 1, 2013, tobacco will be prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the university. For additional information, go to https://eoss.asu.edu/tobaccofree.

35. CAMPUS DELIVERIES AND MALL ACCESS. Vendors and contractors should familiarize themselves with University parking, campus delivery options and loading zones. Not all campus buildings are directly accessible and some require contractors to unload at lots or loading areas that may not be directly adjacent to the delivery or work location. As a result vendors and contractors must then transport goods by using electric style golf carts, dolly or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for vendor vehicles and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement time and deliveries or work requiring vehicular or cart access may need to be arranged outside of the restricted hours. For details about parking permits, vendor permits, loading zones, mall access, and pedestrian mall restrictions, visit parking.asu.edu. For additional information, go to http://walk.asu.edu/.


37. 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 https://www.sam.gov/index.html/#1#1.

38. 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.
39. **INSURANCE REQUIREMENTS.** Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A- VII in the current A.M. Best’s, the minimum insurance coverage below. **Minimum requirements are subject to change based on scope of work and contract awarded.**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the 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 the contract and in no way limit the indemnity covenants contained in the 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 the 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.
3. Worker's Compensation and Employers' Liability

- **Workers' Compensation**
  - Statutory

- **Employers' Liability**
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - 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 the contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of the 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 the 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 the contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the 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, Risk and Emergency Management, PO Box 876512, Tempe, Arizona 85287 and shall be sent by certified mail, return receipt requested with a copy to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287.

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 the 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 the contract must be in effect at or prior to commencement of work under the contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by the contract shall be sent directly to Arizona State University, Risk and Emergency Management, PO Box 876512, Tempe, Arizona 85287 with a copy 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 the 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.

40. SALES AND USE TAX. The Contractor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Contractor further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any subcontractor to comply with the provisions of any or all said laws and amendments. The University is not exempt from state sales excise tax and compensation use tax,
except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from the University.

41. **PERSONNEL.** Employees of the Contractor assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.

42. **LIQUIDATED DAMAGES.** The University and the Contractor agree that in the event that the Contractor fails to perform under the contract, the University will be damaged. The extent of the damage is very difficult to calculate. Therefore, the Contractor agrees to pay the University liquidated damages if the agreed upon delivery and installation dates are not met.

43. **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 the contract 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 Contractor 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 the contract in order to acquire similar equipment from another party.

44. **PRICE ADJUSTMENT.** Price changes will normally only be considered at the end of one contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Contractor. The University will not approve price increases that will merely increase the gross profitability of the Contractor at the expense of the University. Price change requests shall be a factor in the contract extension review process. The University shall determine whether the requested price increase or an alternate option is in the best interest of the University.

45. **ARIZONA STATE UNIVERSITY CONFIDENTIAL FINANCIAL INFORMATION AGREEMENT.** A separate 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.
SECTION XIII – MANDATORY CERTIFICATIONS

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

CONFLICT OF INTEREST CERTIFICATION

________________________________  _______________ ________________
(Firm)       (Address)

________________________________  _______________ ________________
(Email 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 Non-Procurement Programs) can be found at https://www.sam.gov/index.html/#1#1.)

(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)                                ______________________________

(Signature required)                          (Phone)_______________________

(Print name)                                   (Fax)_______________________

(Print title)                                  (Federal Taxpayer ID Number)

(Federal Debarred List Continued)            (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, University 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 the 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)

__________________________________________
(Signature required)       (Phone)

__________________________________________
(Print name)       (Fax)

__________________________________________
(Print title)       (Federal Taxpayer ID Number)

(Purchasing 06-23-2014)
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.

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – 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?
SUPPLIER SUSTAINABILITY QUESTIONNAIRE – 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](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/smm/wastewise/measure-progress.htm](http://www.epa.gov/smm/wastewise/measure-progress.htm)

Greenbiz’ 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](http://water.epa.gov/polwaste/nps/chap3.cfm)

**Packaging**

Links to get you started on sustainable packaging:
- [http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm](http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm)

**Sustainability Practices**

Ideas for alternative transportation programs:
The EPA environmentally preferable purchasing guidelines for suppliers:
- http://www.epa.gov/epp/

EPA life cycle assessment information:
- 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:
FATCA Compliant Substitute W-9

RETURN TO ASU  DO NOT SEND TO IRS

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)
[ ] Partnership, LLP or partnership organized as LLC or PLLC
[ ] 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)
[ ] 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 or 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**

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**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>
<th></th>
<th>Small Business?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</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”

**YES** | **NO**

Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUB Zone small, small disadvantaged or women-owned small business concern 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.

Buyer: Phone: Email:

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

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