INVITATION TO BID
ARIZONA STATE UNIVERSITY
PURCHASING & BUSINESS SERVICES

DATE 02/25/19  NO. ITB 231904

Formal Sealed Bid

WILL BE RECEIVED UNTIL (TIME)
3:00 PM, MST

DUE DATE 03/12/19

BIDS TO BE OPENED AT (BUILDING AND ROOM)
University Services Building
1551 S. Rural Road Room 2131
Tempe, AZ 85281

Bids are to be submitted in a sealed envelope marked "Sealed Bid ITB 231904 due 3:00 PM MST 03/12/19 Attn: Brett Baumgardner". Faxed or Emailed bids are not sealed and will be rejected.

Bidder:

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

Read instructions, terms and conditions included herein.

BUYER'S SIGNATURE

All Bids Must Be F.O.B. University

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

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona State University is requesting formal sealed bids for various parts and pieces to support the needs of our University Technology Office.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Pricing must be submitted on the Excel version of Attachment A - Price List. Email Brett.Baumgardner@asu.edu to request a copy of the list in an Excel format.

Note: Some items require the supplier to maintain a certain inventory amount on hand; by submitting a bid you are verifying that you will have the minimum quantities on hand for same day pick up or delivery in the Phoenix metropolitan area.

Items that do not designate a certain inventory amount should be priced anticipating a large volume of orders.

ASU reserves the right to award to multiple suppliers.

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

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

<table>
<thead>
<tr>
<th>St. of AZ Resale License No.</th>
<th>Terms</th>
<th>Shipment will be made days after receipt of order</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Tax ID Number</td>
<td></td>
<td>Telephone Number (Indicate an 800# if available)</td>
<td></td>
</tr>
<tr>
<td>Firm (CO.) Name</td>
<td></td>
<td>By (Signature)</td>
<td>Date</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructions To Bidders</td>
<td>3</td>
</tr>
<tr>
<td>Other Opportunities with the University</td>
<td>5</td>
</tr>
<tr>
<td>Specifications</td>
<td>7</td>
</tr>
<tr>
<td>Green Purchasing Requirements/Specifications</td>
<td>8</td>
</tr>
<tr>
<td>Arizona State University Standard Terms And Conditions</td>
<td>9</td>
</tr>
<tr>
<td>Mandatory Certifications</td>
<td>12</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDERS

1. You must address and deliver your sealed bid to the Receptionist area, Main Floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S Rural Road, Tempe, Arizona 85281-5212, on or before the time and date set for closing. The University Services Building is located on the east side of Rural Road between Apache Boulevard & Broadway Road. Our overnight delivery address is Purchasing and Business Services, University Services Building, Arizona State University, 1551 S Rural Road, Tempe, Arizona 85281-5212. **BIDS MUST BE IN A MARKED SEALED CONTAINER (eg: envelope / box):**

   Name of Bidder  
   Bid Number  
   Date and Time Bid is Due  

   No telephone, electronic or facsimile bids will be considered. Bids received after the time and date set for closing, will be returned to the bidder unopened.

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

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

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

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

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

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

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

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

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

11. Samples of items when required, must be furnished free of expense prior to the opening of bids, and if not destroyed, will upon request, be returned at the bidder's expense. 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.

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 one hundred twenty (120) days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

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

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

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

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

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

   (a) Waive any insignificant defect or informality in any bid or bidding procedures;
   (b) Reject any or all bids; or
   (c) Reissue an Invitation to Bid.

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

19. In accordance with an executive order titled Air Pollution Emergency Proclamation modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this solicitation be of low-or no-content of reactive organic compounds, to the maximum extent possible.

20. By submitting a bid, bidder acknowledges and accepts the ASU Terms and Conditions.

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 have access to the awarded suppliers price list 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 the awarded suppliers price list that may result from this Invitation to Bid.
OTHER OPPORTUNITIES WITH THE UNIVERSITY

The ASU Magazine

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 450,000 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.
- 230,000 of alumni reside in Arizona.
- More than 200,000 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 ASU Magazine, mailed to more than 400,000 homes around the world three times per year.
- Sponsor one of the Association’s many programs and events and receive recognition and access to targeted audiences. Events include: Founder’s Day, Homecoming, Legends Luncheon, Sun Devil 100, football tailgates, 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 to Sun Devil alums all over the world.
- Advertise on the ASU Alumni Web site or on our 110 Chapter/Club websites or in monthly E newsletter which is sent out to more than 240,000 people monthly. Cost is $1000 per month per each advertising venue.
- Learn more by Contacting John Davis at 480-965-5051 or jadavis@asu.edu today to start doing business with 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, radio, print, digital, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Ben Burke at 480-727-9390.

Arizona PBS Delivers…

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

- AZPBS delivers – reach. Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. AZPBS / KAET reaches 85 percent of the people of Arizona.
• **AZPBS delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.

• **AZPBS 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

• **AZPBS delivers – multiple media platforms:**
  - 3 TV Channels – Eight HD, Eight Life & Eight World
  - Web views – [www.azpbs.org](http://www.azpbs.org) (150,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses … and more.

Contact: Chad Bowen at AZPBS corporate support at 602-496-8669 or Chad.Bowen@asu.edu
Kelly McCullough, General Manager at 602-496-2422 or Kelly.McCullough@asu.edu
SPECIFICATIONS

Pricing must be submitted on the Excel version of Attachment A - Price List.

Email Brett.Baumgardner@asu.edu to request a copy of the Price List in an Excel format.
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.
Arizona State University Standard Terms and Conditions

ASU will issue a Purchase Order(s) for goods and/or services awarded under this ITB.

The parties to the Purchase Order will be bound by the ASU Terms and Conditions effective on the date the purchase order is received. The ASU Terms and Conditions are available at https://www.asu.edu/purchasing/pdf/Stand_TsCs_Provisions.pdf. Insurance requirements are outlined within this RFP and will be included in any resulting Purchase Order. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non responsive and may be rejected.** All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.

**ASU Terms and Conditions Amendment:** Unless and until the District Court’s injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S.35-393.01 (A)) is unenforceable and the State will take no action to enforce it. Offers will not be evaluated based on whether this certification has been made.
Insurance
Requirements

Without limiting any liabilities or any other obligation of Supplier, Supplier will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Supplier, its agents, representatives, employees or subcontractors, as described below.

These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. ASU does not warrant that these minimum limits are sufficient to protect Supplier from liabilities that might arise out of the performance of the work under the Agreement by Supplier, its agents, representatives, employees, or subcontractors. These insurance requirements may change if Supplier is a foreign entity, or with foreign insurance coverage.

A. Minimum Scope and Limits of Insurance: Supplier’s insurance coverage will be primary insurance with respect to all other available sources. Supplier will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Contractual Liability $1,000,000
   - Fire Legal Liability (only if Agreement is for leasing space) $50,000
   - Each Occurrence $1,000,000

   a. Policy will include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Supplier.”

   b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.

2. Automobile Liability. If Supplier will be driving on ASU campus or on ASU business the following section will apply: Policy will include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of the Agreement in the following amounts. If Supplier is not an individual then coverage will be a combined single limit of $1,000,000. If Supplier is an individual then coverage will be $100,000 per person, $300,000 per accident, and $50,000 property damage.

   a. Policy will include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Supplier, involving vehicles owned, leased, hired, or borrowed by Supplier.”

   b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.

   c. Policy will contain a severability of interest provision.

3. Worker’s Compensation and Employers’ Liability. Applicable statutory limits, as amended from time to time.

   a. Employer’s Liability in the amount of $1,000,000 injury and disease.
b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.

c. This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the **Sole Proprietor Waiver Form**.

4. **Technology/Network Errors and Omissions Insurance.** The terms of this section apply if: 1) ASU is purchasing or leasing software, or processing a software renewal; 2) Supplier is creating any code for ASU; 3) Supplier receives, stores, or analyzes ASU Data (including if the data is not online); 4) Supplier is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data; OR 5) ASU is purchasing or leasing equipment that will connect to ASU’s data network.

   - Each Claim $2,000,000
   - Annual Aggregate $4,000,000

   a. This insurance will cover Supplier’s liability for acts, errors and omissions arising out of Supplier’s operations or services, including loss arising from unauthorized access, or use that results in identity theft or fraud.

   b. If the liability insurance required by the Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy will precede the effective date of the Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under the Agreement is completed.

   c. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

5. **Professional Liability (Errors and Omissions Liability).** If the Supplier will provide ASU Services under the Agreement, the Policy will include professional liability coverage as follows:

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

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

   b. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

**B. Cancellation; Material Changes:** Cancellation notices will be delivered to ASU in accordance with all policy provisions. Notices required in this Section must be sent directly to ASU Purchasing and Business Services, email **Insurance.certificates@asu.edu** or mail to PO Box 875212, Tempe, AZ, 85287-5212.

**C. Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A- VII. ASU in no way warrants that the above required minimum insurer rating is sufficient to protect Supplier from potential insurer insolvency. Self-Insurance may be accepted in lieu of or in combination with insurance coverage requested.

**D. Verification of Coverage:** Each insurance policy required by the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the term of the Agreement. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, is a material breach of contract.

If requested by ASU, Supplier will furnish ASU with valid certificates of insurance. ASU’s project or purchase order number
and project description will be noted on each certificate of insurance. The State of Arizona and ASU may require complete, certified copies of policies at the time of notice of any loss or claim.

E. **Subcontractors.** Supplier’s certificate(s) may include all subcontractors as insureds under its policies as required by the Agreement, or Supplier will furnish to ASU upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

F. **Approval.** These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in the Agreement will require the approval of ASU’s Department of Risk and Emergency Management.

**MANDATORY CERTIFICATIONS**

Fillable PDF versions of mandatory certifications are at: [https://cfo.asu.edu/business/do-business-asu](https://cfo.asu.edu/business/do-business-asu) under the Formal Solicitations tab. ORIGINAL signatures are **REQUIRED** for either version.
CONFLICT OF INTEREST CERTIFICATION

(Date)

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

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

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

__________________________ ________________________________
(Email address) (Address)

__________________________
(Signature required) (Phone)

__________________________
(Print name) (Fax)

__________________________
(Print title) (Federal Taxpayer ID Number)

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Other Responsibility Matters (April 2010)
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; ( 

(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.

(D) (check one) Have (    ) or have not (    ) within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(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) (a) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or, person 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).

(b) The Offeror shall provide immediate written notice to the University 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 University 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 University may terminate the contract resulting from this solicitation for default.

________________________________ _______________________________  __________________________________________________________
(Email address)                                                      (Address)

________________________________ _______________________________  __________________________________________________________
(Signature required)                                                (Phone)

________________________________ _______________________________  __________________________________________________________
(Print name)                                                        (Fax)

________________________________ _______________________________  __________________________________________________________
(Print title)                                                       (Federal Taxpayer ID Number)
ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

_____________________
(Date)

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 University; and

(3) Offeror 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.

_____________________
(Email address)

_____________________
(Address)

_____________________
(Signature required)

_____________________
(Phone)

_____________________
(Print name)

_____________________
(Fax)

_____________________
(Print title)

_____________________
(Federal Taxpayer ID Number)
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. Arizona State 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 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?

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. Arizona State 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 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
3. What is your firm doing to be energy efficient?
4. 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])
5. What plan is in place to reduce greenhouse gas emissions in the future?

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

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

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

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

Community
3. What charity, community development, educational programs, or environmental programs is your firm involved in within your local community?
4. 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’s comprehensive guide to reducing corporate waste:

**Water Waste**
BSR’s guide on how to establish your water usage:
EPA information about conserving water:
- [http://water.epa.gov/polwaste/nps/chap3.cfm](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:
  o  [http://www.epa.gov/epp/](http://www.epa.gov/epp/)

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

Green Seal green products & services:

Ecologo cleaning and janitorial products:

EPA information on sustainable landscape management: