INVITATION TO BID
ARIZONA STATE UNIVERSITY
PURCHASING & BUSINESS SERVICES

DATE 09/22/17
NO. ITB231803

FORMAL SEALED BID
WILL BE RECEIVED UNTIL (TIME) 3:00 PM, MST
DATE 10/06/17
BIDS TO BE OPENED AT (BUILDING AND ROOM) ASU Purchasing
1551 S. Rural Rd
Tempe, AZ 85281

Bids are to be submitted in a sealed envelope marked "Sealed Bid No. ITB 231706 due (time and date)". Faxed or Emailed bids are not sealed and shall 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.

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

 Arizona State University is requesting formal sealed bids for Green Certified Renewable Energy Credits

Purchase Quantity:

41,100 MWh to cover the period July 1, 2017 through June 30, 2018. Please give separate prices for RECs and solar RECs.

At ASU’s discretion, the awarded supplier can be utilized for up to five successive one year terms. Price changes will only be considered at the end of one term and the beginning of another. Price change requests shall be supported by evidence of increased costs to Vendor. ASU will not approve price increases that will merely increase the gross profitability of the Vendor at the expense of ASU. ASU shall determine whether the requested price increase or an alternate option is in the best interest of ASU.

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.

BUYER’S SIGNATURE Zachary Thornton

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>41,100</td>
<td>MWh</td>
<td>Arizona State University is requesting formal sealed bids for Green Certified Renewable Energy Credits</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Purchase Quantity: 41,100 RECs to cover the period July 1, 2017 through June 30, 2018. Please give separate prices for RECs and solar RECs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>At ASU’s discretion, the awarded supplier can be utilized for up to five successive one year terms. Price changes will only be considered at the end of one term and the beginning of another. Price change requests shall be supported by evidence of increased costs to Vendor. ASU will not approve price increases that will merely increase the gross profitability of the Vendor at the expense of ASU. ASU shall determine whether the requested price increase or an alternate option is in the best interest of ASU.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SALES TAX

<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>SPECIFICATIONS</td>
<td>3</td>
</tr>
<tr>
<td>CONFLICT OF INTEREST CERTIFICATION</td>
<td>5</td>
</tr>
<tr>
<td>FEDERAL DEBARRED LIST CERTIFICATION</td>
<td>6</td>
</tr>
<tr>
<td>ANTI-LOBBYING CERTIFICATION</td>
<td>8</td>
</tr>
<tr>
<td>LEGAL WORKER CERTIFICATION</td>
<td>10</td>
</tr>
<tr>
<td>SUPPLIER SUSTAINABILITY QUESTIONNAIRE</td>
<td>11</td>
</tr>
<tr>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>18</td>
</tr>
<tr>
<td>STANDARD TERMS &amp; CONDITIONS</td>
<td>19</td>
</tr>
</tbody>
</table>
SPECIFICATIONS

ASU is seeking bids for Renewable Energy Credits ("RECs") that are Green-e certified. Following are the required quantities. Alternates to these specifications are not acceptable. Substitutions will not be accepted.

41,100 RECs to cover the period July 1, 2017 through June 30, 2018

Please give separate prices for RECs and solar RECs

SUPPLIER QUALIFICATIONS & DELIVERY REQUIREMENTS

The bidder 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 Invitation to Bid.

The bidder shall present evidence that the firm can deliver Renewable Energy Credits ("RECs") that are Green-e certified by describing the three most recent transactions of a minimum of 40,000 RECs.

Please provide the entity making the purchase, the amount and type of RECs purchased, and the e-mail address of the person who can speak to your firm’s performance.

The bidder shall describe how the Green-e Attestation will be delivered to the University.

RECs must meet and maintain the Green-e REC Standards. Bidders to provide support that these standards have been met and maintained. Green-e Energy National Standard, Code of Conduct and Customer Disclosure Requirements, are available at http://www.green-e.org/getcert_re_stan.shtml.

DEFINITIONS

“Green-e Certified” – Shall refer to the nation’s leading independent consumer protection program for the sale of renewable energy and greenhouse gas reductions in the retail market. Green-e offers certification and verification of renewable energy and greenhouse gas mitigation products.

“Green-e Code of Conduct & Customer Disclosure” – Shall refer to documents that ensure that participating marketers abide by the consumer protection and environmental standards established by the Center for Resource Solutions (http://www.resource-solutions.org/index.php). Signatories of the Code of Conduct and Customer Disclosure Requirements pledge to abide by the standard and cooperate with the Green-e Governance Board, to ensure that these standards are effective in providing customers information about environmentally superior services in the renewable energy market. More information can be found at http://www.green-e.org/getcert_re_stan.shtml#coccdr

“Green-e National Standard” – Shall mean eligibility criteria for all Green-e Energy Certified renewable energy products: Renewable Energy Certificates, Utility Green Pricing Programs, and Competitive Market Electricity Products, in order to help promote high quality renewable electricity development and generation, and the environmental benefits of such generation in place of traditional fuels used for electricity. More information can be found at http://www.green-e.org/getcert_re_stan.shtml#standard

“MWh” – indicates megawatt per hour.

“Renewable Energy Credits (RECs)” – Shall mean or indicates the property rights to the environmental, social, and other non-power qualities of renewable electricity generation. An REC, its associated attributes and benefits, can be sold separately from the underlying physical electricity associated with a renewable-based generation source.
I understand and agree that _______________________________ is able and will meet the above requirements. (Company Name)
CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

(Purchasing 1/31/07. Previous editions are obsolete and cannot be used.)
FEDERAL DEBARRED LIST CERTIFICATION

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

_____________________
(Date)

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

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

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

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

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

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

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

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

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

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

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

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

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

..........................................................  ..........................................................
(Firm)                                               (Address)

..........................................................
(Email address)                                       (Address)

..........................................................
(Signature required)                                   (Phone)

..........................................................
(Print name)                                           (Fax)

..........................................................
(Print title)                                         (Federal Taxpayer ID Number)

(Purchasing 1/31/07)
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)
(Firm) _____________________________ (Address) _____________________________

(Email address) _____________________________ (Address) _____________________________

(Signature required) _____________________________ (Phone) _____________________________

(Print name) _____________________________ (Fax) _____________________________

(Print title) _____________________________ (Federal Taxpayer ID Number) _____________________________

(Purchasing 1/31/07)
LEGAL WORKER CERTIFICATION

(Date)

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

Authorized Presence Requirements. As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Vendor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract ASU retains the legal right to inspect the papers of any Contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

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

________________________________  _____________________________ ___
(Firm)        (Address)
______________________________

________________________________  _______________________________
(Email address)      (Address)
______________________________

________________________________  _____________________________ ___
(Signature required)     (Phone)
______________________________

________________________________  _____________________________ ___
(Print name)       (Fax)
______________________________

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

(Purchasing 7/25/16)
SUPPLIER SUSTAINABILITY QUESTIONNAIRE

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

LARGE COMPANY

Firm Name: ___________________________ Date: ___________________________

The Supplier Sustainability Questionnaire must be completed and returned with your bid. 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?
The Supplier Sustainability Questionnaire must be completed and returned with your bid. 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:
  o 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:
  o http://www.epa.gov/epawaste/pubs/guide/index.htm
Greenbiz’s comprehensive guide to reducing corporate waste:

Water Waste
BSR’s guide on how to establish your water usage:
  o http://www.bsr.org/reports/BSR_Water-Trends.pdf
EPA information about conserving water:
  o http://water.epa.gov/polwaste/nps/chap3.cfm

Packaging
Links to get you started on sustainable packaging:
  o 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/](http://www.epa.gov/epp/)

EPA life cycle assessment information:

- [http://www.epa.gov/nrmrl/std/lca/lca.html](http://www.epa.gov/nrmrl/std/lca/lca.html)

Green Seal green products & services:


Ecologo cleaning and janitorial products:


EPA information on sustainable landscape management:

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**

**RETURN TO ASU**

| 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.
**RETURN TO ASU**

**DO NOT SEND TO IRS**

<table>
<thead>
<tr>
<th>► Legal Name:</th>
<th>TIN:</th>
</tr>
</thead>
</table>

Are you doing business in Arizona for purposes of sales/use tax collection and remittance?  
[ ] Yes  
[ ] No

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

**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

Large Business?  
[ ] Yes  
[ ] NO  
[ ]

Small Business?  
[ ] Yes  
[ ] NO  
[ ]

Please check all that apply to your business for the federal supplier type or check Not Applicable here:  
[ ]

<table>
<thead>
<tr>
<th>Service-Disabled Veteran-Owned (VD)</th>
<th>Small Disadvantaged (SD)</th>
<th>Women-Owned (WO)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Veteran-Owned (VO)</th>
<th>Minority Institution (MI)</th>
<th>HUB Zone (HZ)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The University, notwithstanding any other provision of this Invitation to Bid (including all attached documents), expressly reserves the right to: (a) Waive any insignificant defect or informality in any bid or bidding procedures; (b) Reject any or all bids; or (c) Reissue an Invitation to Bid.

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

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

19. By submitting a bid, bidder acknowledges and accepts the ASU Terms and Conditions.
STANDARD TERMS & CONDITIONS

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

2. SELLER TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Seller’s name and address; (b) Buyer’s name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless specifically otherwise provided.

3. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

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

5. PAYMENT. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The Buyer’s obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

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

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

8. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of goods must fully comply with all provisions of this contract as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

9. FORCE MAJEURE. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

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

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

12. WARRANTIES. In addition to any implied warranties, Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples, if any, furnished by the Seller. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

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

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

15. INTERPRETATION-PAROL EVIDENCE. This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.

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

17. EQUAL OPPORTUNITY CLAUSE. The Provisions of Section 202 of Executive Order 11246.41 C.F.R. 60-1.4.41 C.F.R. 60-250.4 and 41 C.F.R. 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations or orders of the Secretary of Labor.

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

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

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

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

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

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

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

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

26. INSPECTION AND AUDIT. All books, accounts, reports, files and other records relating to this contract shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this contract. Such records shall be produced at Arizona State University, or such other location as designated by Arizona State University, upon reasonable notice to the contracting party.

27. PAYMENT TERMS. Unless otherwise stated on the face of this document, the payment terms for this Agreement are Net 30 days. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31) day after the latest date of: the date of valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct invoice was delivered to Payables and Reimbursements, and the date an order was delivered to the requesting department.

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

29. ADVERTISING. Seller agrees that it will not use Arizona State University or any of its names or trademarks in any Seller advertising.
30. SALES TAX PROCEDURE. ASU’s accounts payable system calculates sales tax based on tax rates expressed as percentage. The actual payment amount calculated may differ slightly from the invoiced amount, in the magnitude of a few cents. ASU is not to be re-billed for any such rounding differences; instead, the vendor needs to adjust the balance due from ASU for any such rounding differences.


32. DEBARMENT AND SUSPENSION. Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled “Responsibilities of Participants Regarding Transactions”. The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award; or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at http://www.sam.gov/portal/public/SAM/.

33. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

34. INDEMNIFICATION. The parties to this Contract agree that the State of AZ, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Seller for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.

35. OFFSHORE PERFORMANCE OF WORK PROHIBITED. Due to security and identify protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve Arizona State University and may involve access to secure or sensitive data or personal client data or development or modification of software for the University shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers.

36. FINANCIAL TRANSACTION PROCESSING SERVICES (SSAE 16 or Related Requirements). For any financial transaction processing services, the Bidder agrees to provide the university annually a SSAE 16 audited report (Statement on Standards for Attestation Engagements No. 16: Reporting on Controls at a Service Organization). For credit card and/or e-check merchant related transactions, Bidder agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank. Bidder is required to be in compliance with the requisites of the SSAE 16 and/or Payment Card Industry Data Security Standard and provide written attestation of compliance annually.

37. LEGAL WORKER REQUIREMENTS FOR SERVICE AND CONSTRUCTION CONTRACTS. As required by Arizona Revised Statutes §41-4401, the University is prohibited after September 30, 2008 from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The Contractor warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with this requirement.

38. Arizona requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding.
Please note that if you fail to submit this information but a competitor does, we will select your competitor’s product as meeting specifications and deem your product as not meeting specifications. See HB 2324, chaptered as Chapter 114, 46th Legislature, 1st Regular Session, amending A.R.S. 34-451.

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

40. Payment Card Industry Data Security Standard. For e-commerce business and/or payment card transactions, Entity will comply with the requirements and terms of the rules of all applicable payment card industry associations or organizations, as amended from time to time (PCI Security Standards), and be solely responsible for security and maintaining confidentiality of payment card transactions processed by means of electronic commerce up to the point of receipt of such transactions by a qualified financial institution. Entity will, at all times during the term of this 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. Entity will provide attestation of compliance to ASU annually by delivering to ASU current copies of the following: (i) Entity’s “Attestation of Compliance for Onsite Assessments – Service Providers;” (ii) an attestation that all ASU locations are being processed and secured in the same manner as those in Entity’s “PCI Report on Compliance;” and (iii) a copy of Entity’s PCI Report on Compliance cover letter. Entity will notify ASU immediately if Entity becomes non-compliant, and of the occurrence of any security incidents (including information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities). Entity’s Services must include the following: (a) Entity maintains its own network operating on its own dedicated infrastructure. Entity’s network includes a firewall that (i) includes access control rules that separate Entity’s PCI network from ASU, and (ii) restricts any communication between Entity’s network devices and ASU systems. (b) Entity treats the ASU network as an untrusted network and no unencrypted cardholder data traverses or otherwise is stored on ASU’s network, and ASU has no ability to decrypt cardholder data. (c) All devices must be SRED (secure reading and exchange of data), EMV (Europay, MasterCard and VISA) and PTS POI compliant.

41. AUTHORIZED PRESENCE REQUIREMENTS. As required by ARS § 41-4401, Buyer is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Seller warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. Buyer retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

42. NO BOYCOTT OF ISRAEL. As required by ARS §§ 35-393 to 35-393.01, Seller certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contr.