INVITATION TO BID
ARIZONA STATE UNIVERSITY
PURCHASING & BUSINESS SERVICES

DATE NO.

X FORMAL SEALED BID

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

(DUE DATE)
07/09/19

BIDS TO BE OPENED AT (BUILDING AND ROOM)
ASU Purchasing/University Services Building
1551 S. Rural Rd.
Tempe, AZ 85281
Attn: Lorenzo Espinoza

Bids are to be submitted in a sealed envelope marked “Sealed Bid No. ITB 341908 due 3:00 PM MST, July 09, 2019”. 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.

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 85287-5282

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each</td>
<td><strong>1U QUMULO WITH 12 HDDS &amp; 4 SSDS, 1 CPU, 64GB MEMORY, 25G NIC</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Each</td>
<td><strong>QF2 SOFTWARE SUBSCRIPTION FOR L2-CLASS LICENSE - 60 MONTH TERM</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Each</td>
<td><strong>SPARE KIT: HDD14000-1U-G3</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Each</td>
<td><strong>SPARE KIT: SSD960-1U-G3</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Each</td>
<td><strong>STANDARD SOFTWARE SUPPORT (24x7) – 60 MONTH</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Each</td>
<td><strong>NEXT DAY BUSINESS DAY HARDWARE MAINTENANCE – 60 MONTH</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Each</td>
<td><strong>INSTALLATION SERVICES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Each</td>
<td><strong>TRAVEL FOR 1 DAY ONSITE PROFESSIONAL SERVICES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Each</td>
<td><strong>ADDITIONAL DISCOUNTS AND INCENTIVES (IF APPLICABLE)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Each</td>
<td><strong>Arista 7280R2, 48x 25gb SFP and 6x 100gb QSFP, 2x AC</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Each</td>
<td><strong>100GBE QSFP TO QSFP Twinax</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Each</td>
<td><strong>25GBE SFP2S Transceiver</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Each</td>
<td><strong>60 Month A-Care Software Support</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Each</td>
<td><strong>60 Month Next Business Day Hardware Support</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Each</td>
<td><strong>ADDITIONAL DISCOUNTS AND INCENTIVES (IF APPLICABLE)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<th>SALES TAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Tax ID Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firm (CO.) Name</td>
<td>By (Signature)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Number (Indicate an 800# if available)</td>
<td>Date</td>
<td></td>
<td></td>
<td></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>SPECIFICATIONS</td>
<td>5</td>
</tr>
<tr>
<td>GREEN PURCHASING</td>
<td>6</td>
</tr>
<tr>
<td>Arizona State University Standard Terms and Conditions</td>
<td>7</td>
</tr>
<tr>
<td>MANDATORY CERTIFICATIONS</td>
<td>11</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
Title of Proposal
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.
SPECIFICATIONS

Vendor Requirements:

- Qumulo Storage
  - 1PB available capacity
  - 25gb network interconnects.
  - Provide on-site HDD and SSD spares kits
  - Hardware Warranty period of 5 years (60 months) with Next Business Day (NBD) service
  - Software Support and Maintenance for 5 years (60 months)
  - One (1) Day of Professional Services by qualified Qumulo Technician

- Arista Switches
  - 7280R2 “deep buffer” with 48x 25GBE SFP25 and 6x 100GBE QSFP
  - 25GBE fiber transceivers for Qumulo attachment
  - 100GBE twinax interconnect cables
  - 100GBE fiber transceivers for Uplink
  - A-Care software support period of 5 years (60 months) with Next Business Day (NBD) service

Additional Notes:

- Questions and inquiries may be submitted in writing prior to the deadline of this ITB. Please forward inquiries to Lorenzo.Espinoza@asu.edu and a response will be issued in the form of a public addendum located on the ASU Bid Board site, found at https://cfo.asu.edu/bid-boards.
SECTION VI – Green Purchasing Requirements/Specifications

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

Proposer shall use environmentally preferable products, materials, and companies where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products and companies that serve the same purpose. If two (2) products are equal in performance characteristics and the pricing is within 5%, the University will favor the more environmentally preferable product and company.

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

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

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

Proposer shall minimize packaging and any packaging/packing materials that are provided must meet at least one of, and preferably all, of the following criteria:

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

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

_____________________
(Date)

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)