



02/26/18

**REQUEST FOR PROPOSAL  
RENEWABLE ENERGY PURCHASE**

**RFP 171801**

**DUE: 3:00 P.M., MST, 04/12/18**

Deadline for Inquiries

5:00 P.M., MST, 03/06/18

Time and Date Set for Closing

3:00 P.M., MST, 04/12/18

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## SECTION I – REQUEST FOR PROPOSAL

### RFP 171801

Arizona State University (ASU) is requesting sealed proposals from qualified firms or individuals for the purchase of electrical Renewable Energy (RE) from renewable energy developers / suppliers. The purchase would include all associated attributes such as capacity and associated Renewable Energy Credits (RECs), unless specifically agreed otherwise.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 PM MST on Thursday, April 12, 2018** at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. **No proposals will be accepted after this time.** No other public disclosure will be made until after award of the contract.

Arizona State University's Overnight Delivery (FedEx, Airborne, and UPS) address is:

Purchasing and Business Services  
University Services Building  
Arizona State University  
1551 S. Rural Rd  
Tempe, AZ 85281

Arizona State University's U.S. Postal Service Mail address is:

Purchasing and Business Services  
Arizona State University  
P.O. Box 875212  
Tempe, AZ 85287-5212

ARIZONA STATE UNIVERSITY

*Laura Bolster*

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Laura Bolster  
Purchasing Manager

## SECTION II – PURPOSE OF THE RFP

### 1. **INTENT**

Arizona State University desires to increase its RE portfolio and lower its carbon footprint by purchasing or otherwise acquiring renewable electricity. The purchase/ acquisition should include all associated attributes such as capacity and associated Renewable Energy Credits (RECs). Therefore, the intent of this solicitation is to provide ASU with a wide range of options, so that ASU can implement a solution or set of solutions that provides significant renewable energy and associated attributes, in a way that best satisfies ASU's interests. ASU reserves the right to select any mandatory or optional proposal, or combination of proposals; or choose not to award any proposal under this solicitation.

### 2. **BACKGROUND INFORMATION**

ASU is a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 98,000 students in metropolitan Phoenix, Arizona, the nation's fifth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe.

If you would like more information about ASU, please visit us at <http://www.asu.edu>.

ASU, as leader in innovation in the higher education sector, has established aggressive sustainability and greenhouse emissions reduction objectives, including a campus facilities goal to achieve energy-related carbon neutrality by 2025. In pursuit of this goal, ASU has already implemented a diverse portfolio of onsite and offsite RE generation solutions. However, ASU is considering another large scale RE solution to further progress towards its carbon neutrality goal and serve other ASU objectives.

### 3. **TERM OF CONTRACT**

For power purchase agreement transactions, ASU is specifically requesting pricing for contract terms for both 15 and 25 years. However, ASU may consider other term lengths and encourages alternative proposals with different term lengths in addition to 15 and 25 years. In addition, proposals with ASU unilateral renewal options are encouraged.

### SECTION III – PRE-PROPOSAL CONFERENCE

X No pre-proposal conference will be held.

## SECTION IV – INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, Tempe, Arizona 85281, **on or before the time and date set for closing. No proposal will be accepted after this time.** The University Services Building is located on the east side of Rural Road between Apache Road and Broadway Road. **PROPOSALS MUST BE IN A MARKED SEALED CONTAINER** (i.e., envelope, box):

Name of Proposer

Title of Proposal

RFP Number

Date and Time Proposal is Due

No telephone, electronic or facsimile proposals will be considered. **Proposals received after the time and date for closing will be returned to the proposer unopened.**

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building (“USB”) 1551 S. Rural Road, Tempe, AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). A parking meter is located near the main entry to USB.

All visitors to USB are required to check in at the USB Reception Desk to obtain a visitor’s badge to wear while in the building. The receptionist will call to have you escorted to your meeting.

3. Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).
4. You may withdraw your proposal at any time prior to the time and date set for closing.
5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitations are performed under the direct supervision of the Chief Procurement Officer and in complete accordance with University policies and procedures.
6. The University reserves the right to conduct discussions with proposers, and to request and accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee and/or submit additional information. Purchasing and Business Services will do the scheduling of these oral presentations.
8. The award(s) shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.

9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.
10. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. **A description of the proposers expected efforts to solicit SB & SDB participation should be enclosed with your proposal.**
11. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of **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. **EXCEPTIONS:** Proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents. The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions are intended to be incorporated into the contract between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.**
14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
15. Days: Calendar days  
 May: Indicates something that is not mandatory but permissible/ desirable.  
 Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.  
 Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at

its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

Physical PPA: Means a sale and purchase agreement requiring transfer of title of the physical power produced by the generating asset from the seller to the buyer at the designated delivery point along with other defined attributes (including environmental and capacity attributes).

Virtual PPA: Means a contract for differences between the contracted strike price and the market revenues generated for the sale of power produced by the generating asset, including conveyance of other defined attributes (including environmental attributes).

16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
17. All proposals and accompanying documentation will become the property of the University at the time the proposals are opened. **It will be the proposer's responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer.** If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.
18. All required performance and payment bonds shall be held by the University in a secure location until the performance of the contract and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer's responsibility to request the surety bonding company to submit to the University the necessary documents to approve the release of the bonds. Until such time the bonds shall remain in full force and effect.
19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your proposal to this Request for Proposal, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Proposal.**
20. The University has entered into Cooperative Purchasing Agreements with the Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the proposer, the Community College District and/or Maricopa County may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.
21. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures (\$AVE) cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the proposer, a member of \$AVE may access a contract resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the



absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

- 22.** All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

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

Tel: 480.965.9782  
E-mail: [Laura.Bolster@asu.edu](mailto:Laura.Bolster@asu.edu)

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

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

- 23.** The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
- 24.** In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.
- 25.** Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.
- 26.** The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at <http://www.epeat.net> on the Web.

27. To the extent applicable to any contract resulting from this Request for Proposal, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. **Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer's breach of its obligations under this paragraph.**
28. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder or offeror. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten (10) days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

Jamon Hill  
Deputy Chief Procurement Officer  
Purchasing and Business Services  
PO Box 875212  
Tempe AZ 85287-5212  
Email: [jamon.hill@asu.edu](mailto:jamon.hill@asu.edu)

Please note that as the University takes protests very seriously; we expect you to do so as well. Frivolous protests will not result in gain for your firm.

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

**The ASU 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](mailto: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](mailto:Chad.Bowen@asu.edu)  
Kelly McCullough, General Manager at 602-496-2422 or [Kelly.McCullough@asu.edu](mailto:Kelly.McCullough@asu.edu)

## SECTION V – SPECIFICATIONS/SCOPE OF WORK

ASU anticipates that the total amount of renewable electricity supplied to ASU as a result of this RFP will be approximately 75,000 MWh/yr. However, acceptable proposals could range from 10,000 MWh/yr to 150,000 MWh/yr. The solutions may include new or existing generation assets, although ASU prefers solutions which stimulate new RE generation projects. ASU is also interested in storage technologies coupled with renewable energy generation solutions, which allow the power to be shaped to fit ASU's electrical demands, ASU's local/regional electrical demands, and/or the local/regional electrical demands of the project's location or where the power may be sold on the wholesale market. Other interests include faculty/student educational and research opportunities, innovativeness, grid impacts, potential marketing/ public perception, impact to Arizona's community/ environment, and local impact to the community/ environment where the project is located.

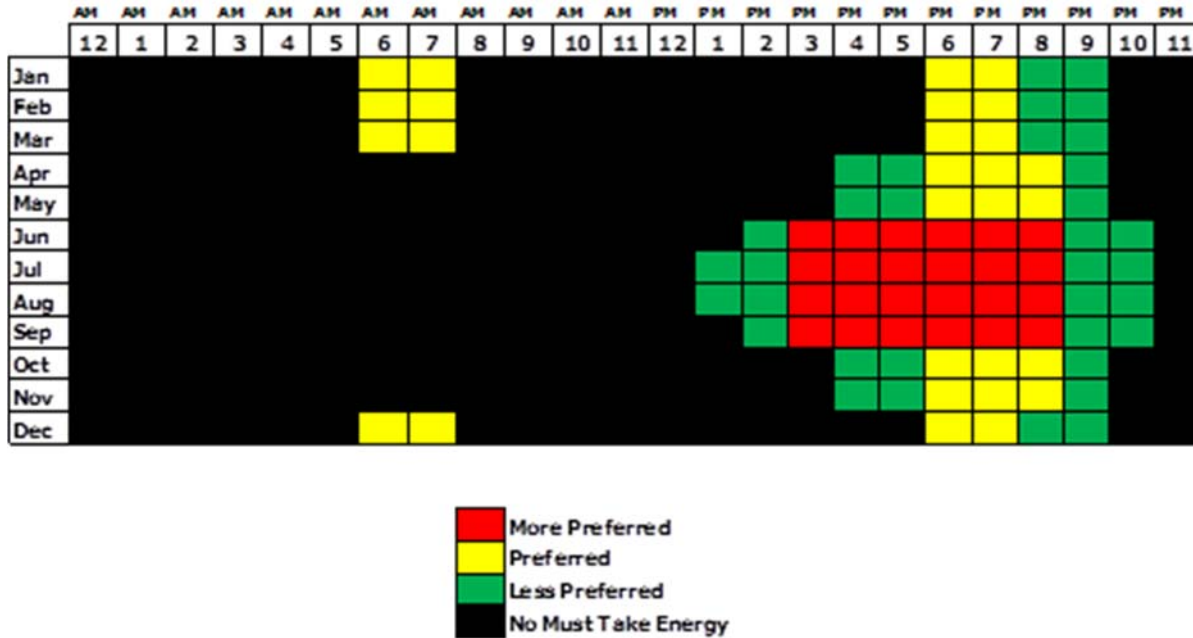
Proposer must, at a minimum, submit Mandatory Proposals as provided in either (a) or (b) below. However, Proposers are free to submit under both (a) and (b) if they choose to do so.

- (a) If proposer elects to provide for delivery of power in Arizona, proposer must submit proposals for a physical PPA for both 15 and 25 year terms, where ASU (or an affiliate entity upon mutual agreement) contracts with the proposer directly for the purchase of electrical renewable energy and attributes, including the project RECs (and substitute National Green-e RECs, in lieu of project RECs) and any capacity rights (if applicable). The PPA would be a wholesale transaction for unit contingent delivery at the project busbar for 75,000 MWh/yr.
- (b) If proposer elects to provide for delivery of power outside of Arizona, proposer must submit proposals for a virtual PPA for both 15 and 25 year terms, where ASU (or an affiliate entity upon mutual agreement) contracts with the proposer directly for the purchase of electrical renewable energy and attributes, including the project RECs (and substitute National Green-e RECs, in lieu of project RECs) and any capacity rights (if applicable). The PPA would be a wholesale transaction for unit contingent delivery at the project busbar for 75,000 MWh/yr.

Proposer may, additionally, submit one or more optional proposals as provided below:

- (a) Optional PPA proposals: ASU encourages, but does not require, proposals with alternative delivery points (including, but not limited to, the Palo Verde Hub and/or a primary trading hub in the generation asset's region), alternative quantities of energy, and / or conditions / terms other than those required in the mandatory proposals, that a Proposer believes might have substantial benefit to ASU over the mandatory proposals. Options of particular interest to ASU are ones that couple energy storage with the proposed generation technology and/or have flexibility with regard to output shape and / or that have a specific shape with firm supply. If proposer is submitting an optional proposal with storage, proposer must include at least one proposal with storage capacity of 70% of the nameplate capacity of the renewable generating asset for four hours. Proposers may include additional proposals for alternate storage capacities best suited to maximizing the value of storage for ASU. An example of a specific output shape of interest to ASU for APS territory is shown in Figure 1. Other geographies may present opportunities for other specific shapes.

**Figure 1: Fixed Shape for Optional Delivery Proposal**



(b) Optional ASU owned proposal: ASU may also consider a turnkey contract with an ownership position.

ASU, at its discretion, may work with one or more of its utilities and a proposer to have the RE electricity (or part thereof) delivered to ASU’s utility and/or ASU operations in conjunction with ASU’s utility. In that event, a selected proposer would be expected to work with ASU and its utility to determine if an acceptable transaction structure can be obtained. By submitting any mandatory or optional PPA proposal, ASU will assume that such proposer would be interested in exploring a utility involved transaction relating to such proposal, unless such proposer expressly indicates that it would not be interested in such a transaction. Note: Until notified by ASU, proposers should not contact ASU’s utilities regarding information relating to this RFP.

**Additional Proposal Details**

**a. Eligible Resources & Proposals**

1. Proposals with either or both Arizona and/or national resources are eligible for submission.
2. Proposers may submit multiple proposals relating to different RE generating assets, and at different locations (including individual proposals that each have multiple RE generating assets). ASU may select multiple Proposals as a means of reducing risk through diversification or for other reasons in accordance with the evaluation criteria.
3. Only renewable energy Proposals involving electricity generation are eligible under this RFP.
4. Proposers may propose a combination of wind and/or solar and/or other RE generation (such as biomass, wave power, geothermal or other).
5. Optional proposals may include different capacities of energy storage (or explicit plans for future capacity for energy storage) coupled with renewable electricity generation.

6. Proposals which result in bringing additional renewable energy generation capacity to the market which would not otherwise exist but for ASU's purchase of output should clearly be explained.
7. Proposals utilizing delivery of substitute RECs are eligible. However, proposals utilizing project-generated RECs will be given strong preference, assuming other proposal aspects being equivalent.
8. ASU remains in contact with a variety of potential third-party off-takers with renewable energy goals. As such, ASU may invite such third-parties that may have an interest in a selected proposal. Subject to proposer and ASU agreement (as applicable), such third-party may be included as part of an overall three-party agreement or separate agreement as an off-taker.

## **b. Technology Requirements**

Proposers must utilize only proven and bankable generation technologies, and proposals must be able to demonstrate that the proposed technology has at least 100 MW-years of market operation (e.g., 50 MW of capacity for two (2) years or 10 MW for ten (10) years) operating for at least two (2) years for a given technology platform or model.

Information about selected or anticipated technology suppliers should be presented in the attached Bid Forms. Proposers without an investment grade parent guarantee or other substantial financial backing need to provide additional detail of technology choices.

## **Clarifications & Interpretations**

1. For PPA proposals, all costs will be included in the proposer's per MWh bid price, including, but not limited to, energy, delivery, attributes, third-party consulting fee, O&M costs, network upgrades costs, environmental costs, fees, taxes and other items and services. See also Section IX, Pricing Schedule.
2. Capacity rights and any capacity credits will transfer to ASU and must be incorporated into proposers per MWh price. Preference is that commercial operations date coincide with the start of the capacity delivery year for projects which are located in markets which have a capacity market.
3. ASU will not take any risk that Federal incentives, tax credits, bonus depreciation or similar items are not achieved (i.e., no price adjustments).
4. ASU will not provide any security (e.g. cash, Letter of Credit or bond) under the contract.
5. ASU will require that the proposer meet either stringent tests of mechanical availability and power curve for generation equipment or a minimum quantity to be negotiated, all of which will be based on then current industry-standard requirements for recent renewable energy PPAs.
6. ASU will pay only for energy actually delivered to the delivery point except for quantities of energy that would otherwise have been delivered but for a buyer-directed curtailment.
7. ASU will not be obligated to pay for electricity that could have been delivered but could not be accepted by ASU due to a transmission grid outage or operational order recognized by or instructed by the grid operator, RTO, or an authorized governmental entity.
8. ASU is not a Wholesale Market Participant (WMP) but for non-virtual PPA transactions not involving ASU's utility, ASU will utilize an independent agent to schedule and otherwise manage the output of the project including capacity market activities, if any. When applicable, proposal must include capacity market auction dates.
9. Proposal must include a price with RECs that are generated from the project that is proposed in the proposal even if a price with substitute RECs is provided as well.
10. Substitute RECs must have the same quantity and term as the PPA, and must be Green-e certified by the time the RECs are delivered to ASU.
11. Optional proposals may or may not include capacity rights. Proposer should indicate as such.

12. If a proposer submits multiple proposals for the same project, each proposal shall be exclusive of the other(s).
13. ASU reserves the right to select any mandatory or optional proposal, or combination of proposals; or choose not to award any proposal under this solicitation. Further, following notice of intent to award, ASU and the proposer(s) receiving such notice may agree to enter into a final agreement that may vary from the submitted proposal(s).



## SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

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

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

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

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

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

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

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

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

## SECTION VII – PROPOSER QUALIFICATIONS

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

1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.
2. The proposer shall provide company history and experience in the areas of development, financing, construction, and operation of renewal energy generation facilities.
3. The proposer shall provide evidence of ability to acquire and maintain performance and payment bonds.
4. The proposer shall provide company project team information that would be assigned to the project; name, title, contact information, resume
5. Financial Statements:

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

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

Firm's Name  
Confidential – Financial Statements

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

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

Firm's Name  
Confidential – Financial Statements

## SECTION VIII – EVALUATION CRITERIA

Proposals will be evaluated in a two-phase manner comprising of an initial screening and then a more comprehensive evaluation.

### Phase 1: Initial Screening

ASU will conduct an initial screening to determine which proposals meet the highest probability of satisfying ASU’s goals. Proposals must satisfy at least one of the following criteria:

- (1) Show strong potential, relative to competing proposals, with regard to the time-value adjusted net financial performance for ASU on a MWh basis over the life of the contract (or generating asset, if owned by ASU), taking into consideration the risk associated with the proposed solution.
- (2) Contain distinctive project characteristics that best provide:
  - (a) new renewable energy capacity,
  - (b) exemplary economic, environmental or social effects (such as creating jobs in economically disadvantaged locales or addressing environmental issues beyond GHG emissions),
  - (c) innovative solutions that provide additional value towards achieving ASU’s carbon neutrality goal,
  - (d) outstanding opportunities to contribute to ASU’s educational and research missions,
- (3) Provide for renewable energy in combination with energy storage (Proposals, among other information, must include the requested information set forth in the Bid Form C)

### Phase 2 - Comprehensive Evaluation

Proposals that meet the requirements in Phase 1 will be evaluated in Phase 2 using the following criteria:

| Factor | Factor Name   | Percent Weight |
|--------|---|----------------|
| A.     | Economic impact to ASU  | 35             |
| B.     | Project Characteristics   | 30             |
| C.     | Feasibility and Likelihood of Timely Delivery (including proposer Qualifications) | 15             |
| D.     | Sustainability Efforts  | 10             |
| E.     | Standard terms and conditions   | 10             |

- **Economic Impact to ASU** refers to the overall positive or negative impact to ASU directly or indirectly resulting from the project, including, but not limited to financial risk and the magnitude and timing of anticipated financial costs and returns to ASU. ASU has a strong preference not to utilize its capital or debt capacity to finance the project.
- **Project Characteristics** includes whether the project brings additional new renewable energy capacity; the economic, environmental and social effects (“Effects”) the project will have on Arizona; the Effects the project will have on the locale in and around the project site; the potential

educational and research benefits to ASU; grid impacts; the potential marketing/public relations impacts; and innovativeness.

- **Feasibility and Likelihood of Timely Execution and Delivery** refers to the likelihood that the Proposal will achieve commercial operation or otherwise begin delivering ASU renewable power on a timely schedule and that the proposer will be able to honor the obligations of the given transaction.
- **Sustainability Requirements.** Responses to Supplier Sustainability Questionnaire (see Section XIII - Mandatory Certifications).
- **Standard Terms and Conditions.** Refers to Proposer's willingness to accept ASU's Terms and Conditions specified in Section XII and justification for non-agreement and impact to ASU due to non-agreement.

## **SECTION IX – PRICING SCHEDULE**

Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal.

In the event that Proposer is awarded under this RFP, the awarded proposer shall be required to pay a third-party consulting fee equal to the product of \$12.50/ KWac multiplied by the installed rated capacity of the RE generation asset(s) (KWac) associated with the awarded proposal.

Proposer shall use the price bid sheets to indicate pricing. See Section X for submittal requirements. Note: Bid Form C contains sections for each of the following type of proposals: mandatory proposals, optional PPA proposals and optional turnkey sale proposals. At a minimum, proposer must provide all required information for the mandatory proposals. Proposers are also encouraged to provide one or more optional proposals.

Pricing provided by proposers in Bid Form C shall be the total all-inclusive pricing that ASU would pay for all products and services provided, including electricity, attributes, third-party consulting fee (referenced above), and any other benefits to ASU. All contract pricing must be firm from the time of submittal through the term of the PPA.

If there are costs associated with any of the proposed solutions which have not been identified by ASU, the proposal must disclose those additional costs. ASU will not be responsible for any additional costs that have not been disclosed in the proposal.

## SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

### Format of Submittal

To facilitate direct comparisons, your proposal must be submitted in the following format:

- **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. No metal or plastic binding – may use binder, folder or clip for easy removal of proposal. **And**
- **One (1)** electronic copy (**flash drive only**), PC readable, labeled and no passwords, in the form of a continuous submission document, and one bid form in excel file for each proposal.

Any confidential and/or proprietary documents must be on a separate flash drive and labeled appropriately.

- Proposer must check all flash drives before submitting. Company marketing materials should not be included unless the Request for Proposal specifically requests them. All photos must be compressed to small size formats.
- All materials should be in PDF format except for the Bid Forms which must remain in Excel format with no additional protection of cells or sheets than is in the distributed version.

### Content of Submittal

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

1. Mandatory certifications, Supplier Sustainability Questionnaire, Substitute W-9 and Vendor Authorization forms as per Section XIII.
2. Cover Letter - Proposer should submit a cover letter, which may not exceed two one-sided pages, explaining in brief why ASU should select your firm and proposal(s)
3. Response to Section V Specifications/Scope of Work

A submission document with tabbed sections as outlined below. If submitting multiple proposals, clearly identify which information applies to which proposal(s) for each section below.

- a. **Tab 1** – Executive Summary: Provide a proposal summary and overview. If multiple proposals are being submitted provide in a concise manner key differences between the proposals.
- b. **Tab 2** – Project Description and Support Information: For each proposal provide a thorough narrative description. As part of that description, include specific project name, location by county, municipality and latitude/longitude. Include project site maps illustrating the physical location of the project as related to other area features--include one RTO-wide map with the project location. In the event that the renewable energy assets or other project related equipment associated with the proposal will be used to support other customers/off-takers, describe what portion/ percentage will be used to support the proposal versus other customers/ offtakers. Summarize all environmental

studies and findings, and provide a list of all studies and note whether they are completed or underway. If any are incomplete, provide a schedule of activities for completion and percentage complete. Discuss whether any Federal Incidental Take Permit (ITP), Habitat Conservation Plan (HCP) or related filings have been started or may need to be completed before project operation. Provide a list and schedule for the status of all local, state and federal permits, noting whether pending or approved, for the site. If pending, note estimated time for approval. Identify any known opposition to any aspect of the Proposal, including, but not limited to opposition to project siting.

- c. **Tab 3** – Equipment Availability and Site Control: Proposals must include discussion of the status of major equipment availability and site control for the proposed project and the project’s inter-tie. If either is unsecured, suppliers are expected to provide specific schedules of anticipated activities required to secure major equipment and/or site control.
- d. **Tab 4** – Interconnection: Describe the planned interconnection site by county and municipality as well as latitude and longitude coordinates. Include a map indicating the interconnect site if not clearly labeled in a prior map. Provide detailed information related to the specific proposed or existing point of interconnection, including the Pnode ID, proxy node or comparable identifier, as well as voltage level. Provide the project’s associated interconnection queue number and state whether you have or will elect a self-build option for constructing the interconnection. For markets where there is a capacity market, provide the Capacity Injection Rights (CIR) or comparable metric for the maximum amount of capacity that the RTO will recognize, and indicate the date of the first CIR auction which the project will be able to participate in. If the interconnecting utility will be building the interconnection, please provide documentation as to the proposed or expected construction schedule. Include a discussion of the issues surrounding congestion and expected curtailments pertaining to the project, or if this is an operating project, historical curtailment data for the project. Should supplier’s project be selected for a shortlist, suppliers must be prepared to provide supporting documentation.

#### 4. Response to Section VII Proposer Qualifications

- a. **Tab 5** – Renewable Project Experience & Management Capability: Identify all personnel expected to be involved in implementing the proposal along with an organizational chart. Describe the roles and responsibilities for each person involved in moving the proposal forward to completion. If multiple proposals are being submitted identify, key differences if any with respect to personnel. Describe at least five projects developed by supplier that will demonstrate to the ASU evaluation team that the supplier has the experience and capability to complete this project.
- b. **Tab 6** – Financial Information: Describe the manner in which proposer intends to financially secure project development, construction and operation. Include in this part a statement of the company’s financial condition.

#### 5. Response to Section IX Pricing Schedule

- a. **Tab 7** – Pricing: Pricing will be provided on Form C of the Bid Forms. Proposers must describe key assumptions behind the proposal and specify all pricing terms.
  - i. For the mandatory proposals, suppliers must provide prices for unit contingent delivery at the project busbar for 15 and 25 year terms for a 75,000 MWh annual purchase of renewable electricity, including corresponding project RECs (and

substitute National Green-e RECs, in lieu of project RECs) and capacity rights (if applicable), from the generation asset. Pricing on a levelized (flat) \$/MWh basis is required. Bid Form C contains sections for each of the following type of proposals: mandatory proposals, optional PPA proposals and optional turnkey sale proposals. At a minimum, proposer must provide the information for the mandatory proposals.

- ii. For optional virtual and physical PPA proposals, proposers may provide pricing for different term lengths, different delivery points (including Palo Verde hub, or other trading hub in generation asset region), project RECs or non-project RECs in lieu of the project RECs, energy storage (if proposer chooses to include a storage option, proposer must include storage capacity of 70% generating capacity for 4 hours as one of the options), and/or fixed shape production (including, in the shape shown on the heat map included in Figure 1 or other proposed shape at firm or contingent delivery). Proposals may also include non-levelized pricing. Bid forms that include optional proposals must clearly indicate changes from mandatory requirements.

Each proposal must also include completion of the following Bid Forms (attached):

- A. Form A – Bid Certification (requires signature)
- B. Form B – Project Information
- C. Form C – Price Bid
- D. Form D – Generation Equipment Information (known or planned)
- E. Form E – 8760 Energy Production Profile

Bidders should not change the format of the Bid Forms. However, if additional space is needed or additional explanation would assist ASU in understanding any proposal, include it in Tab 8 of the body of the main submission document or as an exhibit to the main submission document and make reference to it in both the Bid Form and Tab 8 of the main submission document.

6. Additional Information
  - a. **Tab 8** – Cover any additional relevant issues, in your judgement, not covered in the prior seven tabs.
7. Acknowledgment and acceptance of ASU Terms and Conditions as per Section XII TERMS & CONDITIONS. All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal.



**SECTION XI – PROPOSER INQUIRY FORM**

Pre-Proposal Questions, General Clarifications, etc.

PROPOSAL NUMBER: 171801

PROJECT NAME: Renewable Energy Purchase

INQUIRY DEADLINE: 5:00 P.M., MST, March 6, 2018

QUESTIONS ON: ORIGINAL PROPOSAL or ADDENDUM NO.

DATE: \_\_\_\_\_

WRITER: \_\_\_\_\_

COMPANY: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

QUESTIONS:  
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## SECTION XII – TERMS & CONDITIONS

The University will require the Successful Proposer to enter into a written agreement that includes or incorporates the following mandatory Terms and Conditions. Proposals that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected. Proposals must state, in detail, any exemptions taken to the mandatory terms and conditions below.

References to the Agreement will mean any final contract resulting from this RFP. Entity will refer to the non-ASU parties to the Agreement (jointly and severally).

### ARIZONA STATE UNIVERSITY SUPPLEMENTAL TERMS AND CONDITIONS

The University will require the Successful Proposer to enter into a written agreement that includes or incorporates the following mandatory Terms and Conditions. Proposals that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected. **Proposals must state, in detail, any exemptions taken to the mandatory terms and conditions below.**

References to the Agreement will mean any final contract resulting from this RFP. Entity will refer to the non-ASU parties to the Agreement (jointly and severally).

1. **Nondiscrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
2. **Conflict of Interest.** If within 3 years after the execution of this Agreement, Entity hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.
3. **Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. ARS § 12-1518 requires this provision in all ASU contracts.
4. **Dispute Resolution.** If a dispute arises under this Agreement, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.
5. **Records.** To the extent required by ARS § 35-214, Entity will retain all records relating to this Agreement. Entity will make those records available at all reasonable times for inspection

and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Entity.

6. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Entity and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

7. **Confidentiality.** ASU, as a public institution, is subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

8. **Indemnification and Liability Limitations.** Because ASU is a public institution, any indemnification, liability limitation, releases, or hold harmless provisions are limited as required by Arizona law, including Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41-621. ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.

9. **Indemnification by Entity.** Entity will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnitee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by: (i) the negligent or willful acts or omissions of Entity, or any of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors (the Entity Parties); (ii) a breach of this Agreement; or (iii) failure to comply with any applicable law, rule, or regulation. Entity will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

10. **Responsibility.** Each party will be responsible for the negligent or willful acts or omissions of its employees and contractors when acting under such party's direction and supervision. Notwithstanding the terms of this Agreement or any other document: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory in PUR-202 ([asu.edu/counsel/manual/signatureauthority.html](http://asu.edu/counsel/manual/signatureauthority.html)).

11. **Advertising, Publicity, Names and Marks.** Entity will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

12. **Privacy; Educational Records.** Student educational records are protected by the U.S.

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). To the extent applicable, Entity will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law.

13. **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). Entity warrants that it and its subcontractors comply fully with all applicable immigration laws, rules, 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 Agreement that is subject to penalties up to and including termination of this Agreement. 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.

14. **Intellectual Property Ownership.** Neither Entity nor any Entity Parties will make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, any Intellectual Property specifically for or at the request of ASU in connection with this Agreement (Contract IP). Intellectual Property means any and all ASU Data, inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing.

15. **Data Use, Ownership, and Privacy.** As between the parties, ASU will own, or retain all of its rights in, all data and information that ASU provides to Entity, as well as all data and information managed by Entity on behalf of ASU, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to this Agreement, even if generated by Entity, as well as all data obtained or extracted through ASU's or Entity's use of such data or information (collectively, ASU Data). ASU Data also includes all data and information provided directly to Entity by ASU students and employees, and includes personal data, metadata, and user content.

ASU Data will be ASU's Intellectual Property and Entity will treat it as ASU's confidential and proprietary information. Entity will not use, access, disclose, or license, or provide to third parties, any ASU Data, except: (i) to fulfill Entity's obligations to ASU hereunder; or (ii) as authorized in writing by ASU. Without limitation, Entity will not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU's prior written consent. Entity will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated information; or (y) transfer de-identified and aggregated information to any third party unless that third party agrees not to attempt re-identification or de-aggregation. For ASU Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by ASU, Entity will deliver, destroy, and/or make available to ASU, any or all ASU Data.

16. **Americans with Disabilities Act and Rehabilitation Act.** Entity will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all

applicable federal regulations, as amended from time to time (ADA Laws).

17. **Warranties.** Entity warrants to ASU that: (i) all of the Agreement services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) Entity will comply, and will be responsible for ensuring Entity Parties comply, with all applicable laws, rules, and regulations in the performance of this Agreement; (iii) Entity owns or has sufficient rights in all goods and services to be delivered by Entity, and the goods and services delivered by Entity will not infringe upon or violate any Intellectual Property of any third parties; and (iv) in addition to any implied warranties, all goods and services delivered by Entity will conform to the specifications and descriptions created therefor.

18. **No Boycott of Israel.** As required by ARS § 35-393.01, Entity 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 Agreement.

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

20. **Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance.** Entity warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Entity's work under this Agreement, Entity will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of this Agreement.

21. **Export Controls.** Interactions between U.S. nationals and non-U.S. nationals may be subject to U.S. laws and regulations controlling the transfer or sharing of information or technical data, computer software, laboratory prototypes and other commodities (Technology), as defined and restricted by the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the Export Control Laws). None of the work undertaken pursuant to this Agreement will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. If any work to be undertaken pursuant to this Agreement requires, in ASU's sole judgment and discretion, a license or authorization from any agency or authority of the U.S. government and/or any written assurances that the party receiving any Technology will not re-export, transfer, or otherwise share such Technology to or with certain other foreign nationals or destinations without the prior approval of the U.S. government, no such work will be required unless and until the appropriate license or written assurance is obtained. The parties will cooperate to facilitate compliance with applicable requirements of the Export

Control Laws.

22. **Assignment.** Entity may not transfer or assign this Agreement or any of Entity's rights or obligations hereunder, either directly or indirectly, or by operation of law, without ASU's prior written consent.

23. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.

## EXHIBIT A Insurance Requirements

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

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

The insurance requirements may be modified to more appropriately support the RE proposal submitted.

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

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

- General Aggregate \$5,000,000
- Products – Completed Operations Aggregate \$5,000,000
- 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 \$3,000,000

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 Entity."

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

2. Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. If Entity is a vehicle transportation company, a combined single limit of \$1,000,000. If the scope of work for this Agreement includes driving in connection with the services rendered under this Agreement, 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 Entity, involving vehicles owned, leased, hired, or borrowed by Entity."

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

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

- a. Employer’s Liability in the amount of \$ 1million 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 Entity.
- c. This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Technology/Network Errors and Omissions Insurance.

- Each Claim \$3,000,000
- Annual Aggregate \$5,000,000

- a. This insurance will cover Entity’s liability for acts, errors and omissions arising out of Entity’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 this Agreement is written on a claims-made basis, Entity warrants that any retroactive date under the policy will precede the effective date of this 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 this Agreement is completed.
- c. Policy will cover professional misconduct for those positions defined in the scope of work of this Agreement.

5. Professional Liability (Errors and Omissions Liability).

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

- a. If the professional liability insurance required by this Agreement is written on a claims-made basis, Entity warrants that any retroactive date under the policy will precede the effective date of this 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 this Agreement is completed.
- b. Policy will cover professional misconduct for those positions defined in the scope of work of this Agreement.

**B. Notice of 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 Director of Risk Management, PO Box 876512, Tempe, AZ, 85287-6512 and will be sent by U.S. certified mail, return receipt requested.

**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 Entity from potential insurer insolvency. Self-Insurance may be accepted in lieu of or in combination with insurance coverage requested.

**D. Verification of Coverage:** Entity will furnish ASU with valid certificates of insurance as required by this Agreement. All valid certificates evidencing insurance required by this Agreement are to be received and approved by ASU before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Section must be sent to ASU Director of Risk Management, PO Box 876512, Tempe, AZ, 85287-6512. ASU's project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and ASU may require complete, certified copies of policies at the time of notice of any loss or claim.

**E. Subcontractors.** Entity's certificate(s) may include all subcontractors as insureds under its policies as required by this Agreement, or Entity will furnish to ASU 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 this Agreement will require the approval of ASU's Department of Risk and Emergency Management.

**SECTION XIII – MANDATORY CERTIFICATIONS**

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

**CONFLICT OF INTEREST CERTIFICATION**

\_\_\_\_\_  
(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.

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Rev. 4/22/14)

## FEDERAL DEBARRED LIST CERTIFICATION

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

\_\_\_\_\_  
(Date)

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

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

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) (check one) **Are** (  ) or **are not** (  ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) can be found at <https://www.sam.gov/index.html/#1#1>.)

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

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

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

(2) (a) "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.

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Federal Debarred List Continued)  
(Rev. 4/22/14)

## 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)

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Anti-Lobbying Certificate Continued)  
(Rev. 4/22/14)

**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.

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

(Rev. 6/23/14)

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

## **SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

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

### **Energy**

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

### **Solid Waste**

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

### **Water Waste**

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

### **Packaging**

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

### **Sustainability Practices**



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

### **Community**

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

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

### **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:

- o <https://practicegreenhealth.org/topics/energy-water-and-climate/climate/tracking-and-measuring-greenhouse-gas-emissions>

### **Solid Waste**

The EPA's pre-built excel file to help measure and track your waste and recycling:

- o <http://www.epa.gov/smm/wastewise/measure-progress.htm>

Greenbiz's comprehensive guide to reducing corporate waste:

- o <http://www.greenbiz.com/research/report/2004/03/09/business-guide-waste-reduction-and-recycling>

### **Water Waste**

BSR's guide on how to establish your water usage:

- o [http://www.bsr.org/reports/BSR\\_Water-Trends.pdf](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>

- <http://sustainablepackaging.org/uploads/Documents/Definition%20of%20Sustainable%20Packaging.pdf>

## **Sustainability Practices**

Ideas for alternative transportation programs:

- <http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTranspPrograms.pdf>

The EPA environmentally preferable purchasing guidelines for suppliers:

- <http://www.epa.gov/epp/>

EPA life cycle assessment information:

- <http://www.epa.gov/nrmrl/std/lca/lca.html>

Green Seal green products & services:

- <http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=16>

Ecologo cleaning and janitorial products:

- [http://www.ecologo.org/en/certifiedgreenproducts/category.asp?category\\_id=21](http://www.ecologo.org/en/certifiedgreenproducts/category.asp?category_id=21)

EPA information on sustainable landscape management:

- <http://www.epa.gov/epawaste/conserve/tools/greenschapes/index.htm>

## SUPPLIER SUSTAINABILITY QUESTIONNAIRE – SMALL COMPANY

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

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

### **Energy**

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

### **Solid Waste**

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

### **Water Waste**

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

### **Packaging**

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

### **Sustainability Practices**

1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm's sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.
6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?

9. Name any third party certifications your firm has in regards to sustainable business practices?
10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

### **Community**

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

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

### **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:

- o <https://practicegreenhealth.org/topics/energy-water-and-climate/climate/tracking-and-measuring-greenhouse-gas-emissions>

### **Solid Waste**

The EPA's pre-built excel file to help measure and track your waste and recycling:

- o <http://www.epa.gov/smm/wastewise/measure-progress.htm>

Greenbiz's comprehensive guide to reducing corporate waste:

- o <http://www.greenbiz.com/research/report/2004/03/09/business-guide-waste-reduction-and-recycling>

### **Water Waste**

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/smm/sustainable-materials-management-road-ahead>
- o <http://sustainablepackaging.org/uploads/Documents/Definition%20of%20Sustainable%20Packaging.pdf>

### **Sustainability Practices**

Ideas for alternative transportation programs:

- o <http://www.ctaa.org/webmodules/webarticles/articlefiles/SuccessStoriesEmpTranspPrograms.pdf>

The EPA environmentally preferable purchasing guidelines for suppliers:

- o <http://www.epa.gov/epp/>

EPA life cycle assessment information:

- o <http://www2.epa.gov/saferchoice/design-environment-life-cycle-assessments>

Green Seal green products & services:

- o <http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=16>

Ecologo cleaning and janitorial products:

- o <http://productguide.ulenvironment.com/SearchResults.aspx?CertificationID=27>

EPA information on sustainable landscape management:

- o <http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm>

|  |  |   |  |   |                           |
|--|--|---|--|---|---------------------------|
| <b>RETURN TO ASU</b>   |  |   |  |   | <b>DO NOT SEND TO IRS</b> |
| <b>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.</b>   |  |   |  |   |                           |
| <b>► Taxpayer Identification Number (TIN)</b>  |  |   | <input type="checkbox"/> Employer ID Number (EIN)<br><input type="checkbox"/> Social Security Number (SSN) |   |                           |
| <b>► LEGAL NAME:</b><br>(must match TIN)   |  |   |  |   |                           |
| <b>► LEGAL MAILING ADDRESS:</b>  |  | (Where tax information and general correspondence is to be sent)                                    |  |   |                           |
| <b>DBA/Branch/Location:</b>  |  |   |  |   |                           |
| <b>ADDRESS LINE 1:</b>   |  |   |  |   |                           |
| <b>ADDRESS LINE 2:</b>   |  |   |  |   |                           |
| <b>CITY:</b>   |  | <b>ST:</b>  |  | <b>ZIP:</b>   |                           |
| <b>► REMIT TO ADDRESS:</b>   |  | <input type="checkbox"/> Same as Legal Mailing Address  |  |   |                           |
| <b>DBA/Branch/Location:</b>  |  |   |  |   |                           |
| <b>ADDRESS:</b>  |  |   |  |   |                           |
| <b>ADDRESS LINE 2:</b>   |  |   |  |   |                           |
| <b>CITY:</b>   |  | <b>ST:</b>  |  | <b>ZIP:</b>   |                           |
| <b>► ENTITY TYPE (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)</b>  |  |   |  |   |                           |
| <input type="checkbox"/> Individual (not a business)   | <input type="checkbox"/> Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC                 | <input type="checkbox"/> Corporation (not providing health care, medical or legal services) (EP: 5) | <input type="checkbox"/> Corporation (providing health care, medical or legal services) (EP: 5)            | <input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC |                           |
| <input type="checkbox"/> The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)  | <input type="checkbox"/> A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C) | <input type="checkbox"/> Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)              | <input type="checkbox"/> An international organization or any of its agencies or instrumentalities (EP: 4) | <input type="checkbox"/> State of Arizona employee                                |                           |
| Corporations: Is your or an affiliated company's stock regularly traded on one or more established security markets?<br><input type="checkbox"/> Yes <input type="checkbox"/> No (FC: D/E)   |  |   |  |   |                           |
| <b>► CERTIFICATION</b>   |  |   |  |   |                           |
| 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.   |  |   |  |   |                           |
| <b>Certification instructions.</b> 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                           |                             |
| ▶ Legal Name:   |  |   | TIN:   |  |                             |
| Are you doing business in Arizona for purposes of sales/use tax collection and remittance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |  |   |        |  |                             |
| If you select Yes, please provide your Arizona License # _____ and sales/use tax rate charged _____ % DUNS# _____   |  |   |        |  |                             |
| <b>SECTION 1 - FEDERAL INFORMATION</b>  |  |   |        |  |                             |
| 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) <a href="http://www.sba.gov/size">http://www.sba.gov/size</a>   |  |   |        |  |                             |
| Large Business? YES <input type="checkbox"/> NO <input type="checkbox"/>  |  |   |        |  |                             |
| Small Business? YES <input type="checkbox"/> NO <input type="checkbox"/>  |  |   |        |  |                             |
| Please check all that apply to your business for the federal supplier type <u>or</u> check Not Applicable here: <input type="checkbox"/>  |  |   |        |  |                             |
| Service-Disabled Veteran-Owned (VD)<br><input type="checkbox"/>   |  | Small Disadvantaged (SD)<br><input type="checkbox"/>  |        | Women-Owned (WO)<br><input type="checkbox"/> |                             |
| Veteran-Owned (VO)<br><input type="checkbox"/>  |  | Minority Institution (MI)<br><input type="checkbox"/> |        | HUB Zone (HZ)<br><input type="checkbox"/>    |                             |
| <b>SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION</b>  |  |   |        |  |                             |
| Are you self-certified according to this State of Arizona definition?<br>"Less than 100 full-time employees <u>OR</u> less than \$4 million in volume in the last fiscal year"  |  |   |        | YES <input type="checkbox"/>                 | NO <input type="checkbox"/> |
| 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:  |  |   |        |  |                             |
| <b>VENDOR:</b> List the product or service provided.  |  |   |        |  |                             |
| If the buyer name is listed, please return to the buyer.  |  | Buyer:  | Phone: |  | Email:                      |

**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.