REQUEST FOR PROPOSAL

MUNICIPAL BOND FINANCIAL ADVISING SERVICES

RFP 191802

DUE: 3:00 P.M., MST, 03/15/18

Deadline for Inquiries 2:00 P.M., MST, 03/05/18

Time and Date Set for Closing 3:00 P.M., MST 03/15/18
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SECTION I – REQUEST FOR PROPOSAL

RFP 191802

Arizona State University is requesting sealed proposals from qualified firms or individuals for Municipal Bond Financial Advising Services.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 on or before 3:00 P.M., MST, on March 15, 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

Karen S. Ashe
Karen S. Ashe
Sr. Buyer

KA/ap
SECTION II – PURPOSE OF THE RFP

1. INTENT

It is the intent of the University to award contract(s) to successful proposer(s) that offer the most advantageous municipal bond financial advising services and reasonable costs. The University may award the contract on a non-exclusive basis, with one firm to be potentially designated as the primary advisor and one or more firm(s) to be designated as an alternate. The reasons for possibly having more than one (1) firm under contract include, but are not limited to, the following:

- Possible conflicts of interest;
- Departure of key personnel;
- Closing of firm, leaving of the municipal bond segment of the industry, and/or closing of office serving the universities;
- Degeneration of service levels;
- Adverse final or pending regulatory or other governmental agency action against the firm; and/or
- Situations where the University may desire a second opinion.

The above arrangement of likely one primary and one or more secondary firm(s) possibly being selected is in contrast to a pool of financial advising firms, where for each financing a selection is made from the pool. The anticipation is that the University would use the primary firm unless the University decided that its best interest would be served by making a permanent or temporary change in financial advising firms.

The Bond Financial Advisor will be paid from funds derived through the successful marketing of bonds, certificates of participation (COPs) or direct placement financings. No other fees will be paid unless agreed to in writing prior to providing of the service.

The Primary Bond Financial Advisor may not serve as an underwriter. The University’s present position, however, is that a financial advising firm that is under contract to ASU, but serving as an alternate (secondary) and not acting as financial advisor for the particular financing, may serve as underwriter for that financing.

In addition to acting as Bond Financial Advisor, ASU and the Arizona Board of Regents will be authorized in the contract to commission at its discretion with the selected firm(s) for other financial consulting services. Charges for such services shall be at the per hour rate as specified in the contract.

2. BACKGROUND INFORMATION

The University desires to enter into contract(s) for financial advising services for
potential bond, certificates of participation (COPs) and direct placement financings or for potential refunding of ASU’s or one of the University’s financially related organizations outstanding debt.

Attachment A contains ASU’s presently outstanding debt, and Attachment B, a pro forma sample future debt issuance schedule that the University may use for pricing comparison among the proposers.

Arizona State University 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 100,000 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.

The University occupies six (6) anchor campuses: Tempe campus, Downtown Phoenix campus, Polytechnic campus, West campus, Thunderbird Glendale and Lake Havasu.

If you would like more information about ASU, please visit us via the World Wide Web. Our home page address is http://www.asu.edu.

3. **TERM OF CONTRACT**

The initial contract term will be for one (1) year with the possibility of four (4) successive one (1) year renewals, for a total term not to exceed five (5) years. The contract will be available for use by other University departments during this term.
SECTION III – PRE-PROPOSAL CONFERENCE

X No pre-proposal conference will be held.
SECTION IV – INSTRUCTIONS TO PROPOSERS

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

   Name of Proposer
   Title of Proposal
   RFP Number
   Date and Time Proposal is Due

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

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

   All visitors to USB are required to check in at the USB Reception Desk 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 accept revisions of proposals, and to negotiate price changes.** During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

7. **Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee.** Purchasing and Business Services will do the scheduling of these oral presentations.
8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.

9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

10. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. **A description of the proposers expected efforts to solicit SB & SDB participation should be enclosed with your proposal.**

11. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.

12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of **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.

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:
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 the earlier of a) the issuance of a Notice of Intent to Award or b) Award of a Contract 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

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 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

The services to be provided shall include, but not be limited to, the following:

- Provision of advice and recommendations in the development of financial plans for the issuance of revenue bonds, lease-purchase Certificates of Participation (COPs), direct placements and other financing arrangements, including both fixed and variable rate financings.

- Assistance to the University and Bond Counsel in the development and submission of documents and information for the sale of bonds, COPs, direct placements and other financings.

- Preparation and distribution of offering prospectuses relative to sales.

- Promotion, coordination, and encouragement of bidding interest with bond underwriters and other investors.

- Assistance to the University and Bond Counsel in developing timetables for the sales and issuance of bonds, COPs, direct placements and other financings.

- Strict adherence to University determined timetables.

- Coordination and preparation of requested material and advice on rating agency presentations.

- Assistance to the University in presentations to the Arizona Board of Regents on bond, COPs, and other financings, and prepare requested material for such presentations.

- Assistance to the University and Bond Counsel in other matters involving possible sale and completion of bond, COPs, direct placements and other financings, for debt obligations of the University or possibly a financially-related organization.

- Coordination with third party vendors, e.g., printing and escrow verification firms, and if mutually agreed between the University and Financial Advisor, pay the third party vendors and then receive reimbursement by the University based on vendor invoices.

- Assistance with legislative, Regents and other advocacy endeavors as may be needed or requested.

- Coordination with bond rating agencies in the obtaining of debt financing ratings and Bond Insurers in the obtaining of bond insurance.

- Assistance to the University in acquiring/negotiating letter of credit and derivative agreements.
• Regular analysis of refunding opportunities for all outstanding debt.

• Assistance in analyzing long-term debt capacity as it relates to the 8% statutory maximum and bond ratings.

• Analyze and suggest new products and services as they become available in the market.

• Review or assist in the preparation of the annual continuing disclosure or material event notices, as needed.

• Other matters relating to or arising from taxable and tax-exempt financings.

**SUSTAINABILITY REQUIREMENTS**

Proposer must demonstrate expertise and/or knowledge of the green bond market and Environmental and Social Governance (ESG).

Please provide information relative to your firm's knowledge, experience and expertise with green bond markets; financing of energy efficiency, renewable energy and sustainability-related capital projects; and corporate environmental and social governance (ESG). Please provide your firm’s latest corporate social responsibility (CSR) report.”
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. Demonstrated Qualifications and Capabilities of the firm and assigned personnel to meet the specifications in Section V and X.

2. Demonstrated Experience providing similar services to Universities or other entities.

3. References: Submit three (3) present client references comparable in size and scope of this RFP. References should be verifiable and should be able to comment on the firm’s experience, with a preference related to services similar to this Contract. Include the name, title, telephone number, and e-mail address of the individual at the client organization who is most familiar with this engagement.

4. All key personnel proposed by the Firm should have relevant experience, and be fully qualified to successfully provide the services described in the Scope of Work. Provide an organizational chart that provides organizational sections, with the section that will have responsibility for performing this Contract clearly noted.

5. The proposer shall present evidence that all the necessary licenses required to perform the services required by this RFP are in force and will be maintained by the firm according to regulatory requirements.

6. Acknowledgement and acceptance of the Universities’ terms and conditions. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.
SECTION VIII – EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

1. Demonstrated capabilities and qualifications of the firm and assigned personnel to meet the Universities’ needs as outlined in Section X Responses No. 1 through 3. Please note: The Universities, at their discretion, can determine this through references, past experience, and any other appropriate method of determining the proposer’s qualifications. (30%)

2. Demonstrated experience of the firm as outlined in Section X Tables A through J. (25%)

3. Cost of services, including expenses, as outlined in Section X Response No. 4. (15%)

4. Completeness and format of proposal. (10%)

5. Acknowledgement and acceptance of the Universities’ terms and conditions as outlined in Section XII. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal. (10%)

6. Sustainability requirements as outlined in Section VI. (10%)
SECTION IX – PRICING SCHEDULE

See Section X. Form of Proposal, Narrative response No. 4 for details.
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

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

- **One (1) clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form.** No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal; and

- **One (1) “single” continuous electronic copy** (flash drive only), PC readable, labeled and no passwords.

- 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.

Content of Submittal

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

1. Mandatory certifications, Substitute W-9 and Vendor Authorization forms as per Section XIII.

2. Response to Section VII Proposer Qualifications and Experience.

3. Response to Section X Form of Proposal/Special Instructions – Introduction, Narrative Response, and Table Information.

4. Response to Section VI Sustainability Requirements.

5. Acknowledgment and acceptance of ASU’s Terms and Conditions – Section XII. **Note: all exceptions with justification and alternative language, MUST be submitted with your proposal.**

Introduction

The Introduction shall be limited to three pages where the firm introduces and presents itself. Provide evidence that your firm or its officers have been engaged for at least the past three (3) years in providing services as listed in this Request for Proposal. The firm
may also present in this introduction section summarized information as presented in the narrative responses and tables section.

The narrative responses are narrative write-up to a response specifically called for in the RFP, e.g., biographicals of personnel to be assigned.

Tables consist of financial information that must be presented according to the specific format indicated in this RFP.

Each page of the proposal shall have an Index in the upper right hand corner:

<table>
<thead>
<tr>
<th>Introduction</th>
<th>Page 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>Page 2</td>
</tr>
</tbody>
</table>

For the Narrative Responses, each page shall have the word “Response” along with the response number that you are responding to, for example:

| Response No. 1 | Page 1 |

Presented below are the specifically required Narrative Responses and Tables.

**Narrative Responses**

Response No. 1. Each firm shall provide a description of its firm’s financial advising capabilities and qualifications as it relates to the financings typically done by Arizona State University including bonds, COPs and direct placements. This Response No. 1 section is limited to 10 pages.

Response No. 2. Each firm shall provide a one page or less biographical sketch of each person to be assigned, if selected as Financial Advisor. This response section is to be four pages or less in total, e.g., could present four one-page biographicals or eight one-half page biographicals.

Response No. 3. Each Financial Advisor shall provide the following contact information as Response No. 3:

- Name of Firm
- Mailing Address
- Telephone Number
- Fax Number
- Email address
- Primary Contact name
- Up to Two Secondary Contact Names
Response No. 4
(a). Firms shall indicate as Response No. 4 their pricing arrangement for financial advising services including pricing for multi-series issues of bonds, COPs and direct placements. It is noted that financial advising services can only be paid if there is a successful marketing of the bonds or Certificates of Participation or direct placements. Proposals shall include a fixed fee schedule for the contract period and permitted renewal extensions. Fees paid by the University shall constitute full payment for all services rendered.

(b). The university has ongoing miscellaneous contact with their financial advisor in regards to possible future financings, pre/post-compliance, and previously completed financings. These miscellaneous consultations are not billed, but considered to be a part of the services for the successful marketing of bonds, COPs and direct placements and the fees for such consultations shall be considered part of the fees for successful marketing of the debt. Please confirm in your proposed pricing arrangements whether the practice that the university is accustomed to would remain the same.

(c). Provide per hour pricing for any services listed in section V, or any other commonly provided services, a listing of services and corresponding costs. No other fees of any kind shall be paid unless there is prior written disclosure to the university and subsequent approval by the university.

Response No. 5. Each firm shall indicate any pending or completed SEC, State Government, or other regulatory action against the firm since July 1, 2012. The response shall describe the action, current status of final resolution, and offices(s) involved.

Table Information

TABLE A.
Complete Table A, financial advising services: overall summary, July 1, 2012 to June 30, 2017. The format of this table follows this narrative section. Do not include as financial advising services any issues where your firm served as underwriter and there was no financial advisor. If you wish to show issues where your firm served as underwriter with no financial advisor on the premise that your firm effectively also served as financial advisor, prepare a separate table, to be referenced as Table A-1, in the same format as Table A and titled “Financial Advising/Underwriting Services.” All information for all tables shall be limited to intermediate and long-term (no tax anticipation notes) financing issues of State and local governmental units and non-profit organizations, and may include tax exempt and taxable financings of these organizations.

Also, do not include as financial advising services any issues where people presently on your staff participated in, but with another firm. If you wish to show issues where people presently on your staff participated, but not with your firm, prepare a separate table to be referenced as Table A-2, in the same format as Table A and titled “Financial Advising Services/Present Staff with Another Firm.”
You may, however, include issues of a predecessor firm if your present firm is a result of a merger or acquisition.

TABLES B through F.

For the Arizona issues, complete Tables B, C, D, E, and F detailing Financial Advising Services by Issue. Only the Table B format is included with this Request for Proposal, following this narrative section; the format for Tables C, D, E, and F is identical to Table B, except for the sub-heading, e.g., universities and community colleges, State agencies, etc. All financial advising services for Arizona issues for the period of July 1, 2012 to June 30, 2017 shall be listed. These tables, B through F, are for financial advising services were you did not also serve as an underwriter. The totals on each table for the Arizona issues must agree with the applicable line on Table A for Arizona issues. If you are light on the number of Arizona university and community college issues, but have non-Arizona university and community college issues, you may also list the non-Arizona issues on Table B as long as you maintain separation on Table B between Arizona and non-Arizona university and community college issues. For some issues it is appropriate to list both the issuer and sub-issuer, e.g., Arizona Board of Regents – Arizona State University.

a. Less Than 20 Arizona Issues in Total. If your firm did not have at least 20 total Arizona issues during July 1, 2012 to June 30, 2017 where you served as financial advisor, you must also list your largest non-Arizona issues so that you have at least 20 total issues detailed in Table B through F, i.e., 20 issues total and not 20 issues by each category.

b. Financial Advisor and Underwriter for Same Issue. If you choose to prepare Table A-1, listing issues where you served as underwriter and there was no financial advisor, you must also prepare Tables B-1, C-1, etc. The totals for Table B-1, C-1, etc. must agree to the applicable line on Table A-1 for Arizona issues.

Also, if you choose to prepare Table A-2, listing issues where people presently on your staff participated, but not with your firm, you also must prepare Tables B-2, C-2, etc. The total for Tables B-2, C-2 must agree to the applicable line on Table A-2 for Arizona issues.

c. Table G. For all issues where your firm served as financial advisor for a university or community college outside of Arizona for the period of July 1, 2012 to June 30 2017, prepare a Table G that has the same format as Tables B through F. The heading of this Table G is as follows:

TABLE G

Non-Arizona University and Community College
Financial Advising Services by Issue
July 1, 2012 to June 30, 2017

d. Table H. Your firm’s 10 largest Arizona issuers during the period July 1, 2012 to June 30, 2017, measured by the total financing amount of all issues during this
time frame for the issuer, where your firm served as financial advisor, prepare Table H as follows:

**TABLE H**

Ten Largest Arizona Issuers
July 1, 2012 to June 30, 2017
(List in descending order by total amount of all issues by the issuer)

<table>
<thead>
<tr>
<th>Total Financings ($ in Thousands)</th>
<th>Issuer’s Primary Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuer</td>
<td>Name</td>
</tr>
<tr>
<td>Telephone #</td>
<td></td>
</tr>
</tbody>
</table>

If your firm served less than 10 Arizona issuers during the period July 1, 2012 to June 30, 2017, also list your firm’s largest non-Arizona issuers during this same time period so that you have listed 10 issuers in total.

In addition to the required information, you may also include fax numbers and/or e-mail addresses.

e. Table I. For Arizona issuers, regardless of category of the issuer, firm shall prepare Table I as follows of all new financial advising contracts entered into from July 1, 2012 to June 30, 2017.

**TABLE I**

Arizona Issuers:
New Financial Advising Contracts
July 1, 2012 to June 30, 2017
(List by Date of Contract)

<table>
<thead>
<tr>
<th>Date of Contract</th>
<th>Issuer’s Primary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuer</td>
<td>Name</td>
</tr>
<tr>
<td>Phone #</td>
<td></td>
</tr>
</tbody>
</table>

In addition to the required information, you may also include fax numbers and/or e-mail addresses.

f. Table J. For Arizona issuers, regardless of category of the issuer, firm shall prepare Table J as follows of all financial advising contracts lost or not renewed with your firm from July 1, 2012 to June 30, 2017.

**TABLE J**

Arizona Issuers:
Financial Advising Contracts Lost or Not Renewed
July 1, 2012 to June 30, 2017
(List by Date of Contract)

<table>
<thead>
<tr>
<th>Ending Date of Contract</th>
<th>Issuer’s Primary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuer</td>
<td>Name</td>
</tr>
<tr>
<td>Phone #</td>
<td></td>
</tr>
</tbody>
</table>

| Reason for Lost or Non-Renewal Of Contract | |
|-------------------------------------------||

In addition to the required information, you may also include fax numbers and/or e-mail addresses.
NOTE:

Arizona State University reserves the right to contact directly any of the contact people listed in Tables H, I, and J. Also, if you have significant financial advising services outside of Arizona, especially universities and colleges, you may also list up to 10 of these on Table H, I, and J.
## TABLE A – Overall Summary

### FINANCIAL ADVISING SERVICES: OVERALL SUMMARY

**July 1, 2012 to June 30, 2017**

($ in millions)

<table>
<thead>
<tr>
<th>General Obligation Bonds</th>
<th>Revenue Bonds (2)</th>
<th>Certificates of Participation (2)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Issues</td>
<td>Total Dollars</td>
<td># of Issues</td>
<td>Total Dollars</td>
</tr>
<tr>
<td>Table</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Arizona Issues:**
- **Universities & Community Colleges**
- **State Agencies (1)**
- **Cities and Counties**
- **School Districts**
- **All Other**

**Total Arizona Issues**

**Non-Arizona Issues:**
- **Universities & Community Colleges**
- **State Agencies (1)**
- **Cities and Counties**
- **School Districts**
- **All Other**

**Total Non-Arizona Issues**

**Total Issues**

(1) Other than the Universities & Community Colleges
(2) Indicate if the deal was a direct placement.
TABLE B – Services by Issue

FINANCIAL ADVISING SERVICES BY ISSUE
July 1, 2012 to June 30, 2017
(List in Descending Order by Issue Size)

Arizona Issues: Universities & Community Colleges
($ in millions)

<table>
<thead>
<tr>
<th>Issue Size</th>
<th>Issuer</th>
<th>G.O. Bonds</th>
<th>Rev. Bonds</th>
<th>COPS</th>
<th>Bond Date</th>
<th>Negotiated, Competitive</th>
<th>Sr. Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sale or Direct Placement?</td>
<td>Underwriter (1)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) For competitive sale, the firm submitting the winning bid.
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: ____________________________________________________________

PROPOSAL NUMBER: ________________________________________________________

INQUIRY DEADLINE: ___ 2:00 P.M., MST, 03/05/18 _____________________________

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

DATE: ____________________________

WRITER: __________________________

COMPANY: __________________________

E-MAIL ADDRESS: __________________________

PHONE: ___________________________  FAX: ___________________________

QUESTIONS:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
SECTION XII – AGREEMENT - TERMS & CONDITIONS

The successful Proposer is expected to enter into an Independent Contractor Agreement for Services and Deliverables, the standard form of agreement approved by the Arizona Board of Regents. Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non responsive and may be rejected. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.

Arizona State University
INDEPENDENT CONTRACTOR AGREEMENT FOR CONSULTING, SERVICES, AND DELIVERABLES

THIS CONTRACT is made between the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (ASU) and ____________________________________, a _________________________ (Vendor), effective as of ______________, 2018 (the Effective Date).

ASU issued a Request for Proposal 191802 for Municipal Bond Financial Advising Services. Vendor responded with its proposal. ASU and Vendor desire to enter into this Contract for the purpose of Vendor providing ASU with municipal bond financial advising services.

In consideration of the mutual obligations specified in this Contract, the parties agree as follows:

1. Engagement; Services and Deliverables. ASU retains Vendor, as of the Effective Date, and Vendor accepts such engagement, to perform the services as and when set forth on Exhibit A, which will be signed and delivered as of the Effective Date, and is an integral part of this Contract (the Initial Statement of Work). The parties may execute additional Statements of Work (each, a SOW), sequentially numbered, all of which shall reference this Contract and shall be incorporated herein. As part of the Services, Vendor will deliver to ASU all goods, reports, code, documents, software, and other materials (the Deliverables) as may be set forth on a Statement of Work. To the extent any provision in a Statement of Work conflicts with any provisions of this Contract, the provisions of this Contract will control.

2. Compensation. ASU will pay Vendor for the Services (which by definition include the Deliverables) as and when set forth on the applicable Statement of Work. Unless described with specificity on an executed Statement of Work, Vendor will be solely responsible for all expenses it incurs in connection with Vendor’s obligations under this Contract. If in a Statement of Work ASU agrees to reimburse Vendor for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy FIN 421-01, www.asu.edu/aad/manuals/fin/fin421-01.html. If in a Statement of Work ASU agrees to reimburse Vendor for any expenses, Vendor will submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse Vendor for any expenses, invoices, or receipts for expenses received after that time. ASU will make all payments to Vendor in Vendor’s legal name as set forth in the opening paragraph unless described with specificity on a SOW, ASU must receive all Deliverables prior to payment. Payment terms are Net 30 days upon ASU’s receipt of Vendor’s invoice.

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

4. Sales and Use Tax. Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. ASU is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from ASU.

5. Term and Termination. The obligations of the parties will commence on the Effective Date and, unless sooner terminated, expire one (1) year after the Effective Date (the Term). The Term may be renewed for additional periods upon written mutual agreement of both parties. The total Term will not exceed 5 years. ASU may terminate this Contract with or without cause upon 10 days’ prior written notice to Vendor. Upon termination, ASU will have no further obligations to Vendor other than payment for Services rendered and Deliverables delivered, in each case as of the effective date of termination. All provisions of this Contract that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Contract.

6. Independent Contractor. Vendor is an independent contractor. Neither Vendor nor any of Vendor’s owners, officers, directors, managers, members, employees, agents, contractors, or subcontractors (collectively, with Vendor, the Vendor Parties), will be employees, agents, partners, or joint venturers of ASU. None of the Vendor Parties will be eligible for any benefits from ASU, including worker’s compensation coverage, nor will ASU make deductions from any amounts payable to Vendor for taxes. Taxes for any amounts paid to Vendor will be Vendor’s sole responsibility.

7. Hours; Business Operations. Vendor will determine Vendor’s hours of work. ASU will not combine the business operations of ASU with Vendor; these operations will be maintained separately. Vendor will provide all tools, equipment, and supplies Vendor determines to be necessary to perform the Services, and Vendor will obtain and maintain in full force and effect all business registrations or licenses required to perform the Services.

8. Supervision. Vendor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by ASU. The conduct and control of Services under this Contract lies solely with Vendor, and ASU is interested only in final results.

9. Records and Reports. Vendor will provide interim written reports concerning the performance of the Services as and when ASU may request. Upon termination of the Term, Vendor will, if requested by ASU, provide a final written report regarding the Services.

10. Nondisclosure and Trade Secrets. Vendor may receive (or has received) from ASU, and may otherwise be exposed to confidential and proprietary information relating to ASU’s business practices, strategies, and technologies, as well as confidential information of ASU necessary to perform the Services (collectively, ASU Confidential Information). ASU Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to Vendor with the legend “ASU Confidential and Proprietary,” or other designations of confidentiality. As between Vendor and ASU, ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Vendor will not reproduce or otherwise use any ASU Confidential Information except in the performance of the Services, and will not disclose any ASU Confidential Information to any third party, either during or after the Term, except with ASU’s prior written consent. Upon termination of this Contract, Vendor will cease using, and will return to ASU, all originals and all copies of ASU Confidential Information, in all forms and media, in Vendor’s possession or under Vendor’s control. In addition, Vendor will not disclose or otherwise make available to ASU any confidential information of Vendor or received by Vendor from any third party.

Vendor will have no obligation to maintain as confidential any ASU Confidential Information that Vendor can show: (i) was already lawfully in the possession of or known by Vendor before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of this Contract or any other agreement; (iii) is lawfully received by Vendor from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by Vendor.
11. Ownership and Assignment of Work Product. All Intellectual Property that any of the Vendor Parties may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including ASU, pursuant to or in connection with the Services (the Contract IP), will be owned by ASU, and where applicable, all copyrightable Contract IP will be considered “Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for ASU (or if ownership of all rights therein do not otherwise vest exclusively in ASU), Vendor hereby irrevocably assigns, and will cause all Vendor Parties to so assign, without further consideration, to ASU, all right, title, and interest to all Contract IP. Intellectual Property means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, software, code, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright, goodwill, and other intellectual property rights relating to the foregoing. Vendor will make full and prompt disclosure of all Contract IP to ASU. Vendor will, and will cause the Vendor Parties, upon request of ASU, to do such acts, and sign and deliver all instruments requested by ASU to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU’s cost and expense, to cooperate with ASU in the protection of the Contract IP and/or defense of any litigation arising in connection with the Contract IP.

12. Vendor’s Intellectual Property Ownership Rights. Vendor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Vendor informs ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Vendor hereby grants to ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the performance of the Services.

13. Warranties. Vendor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform; (ii) Vendor will comply, and will be responsible for ensuring Vendor Parties comply, with all applicable federal, state and local laws in the performance of this Contract; (iii) Vendor owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any Intellectual Property of any third parties; (iv) no code or software developed or delivered by Vendor under this Contract will contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (v) all Deliverables will conform to the specifications and descriptions created therefor.

14. Indemnification. Vendor will indemnify, defend, 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 negligence, acts or omissions of Vendor, or any of the other Vendor Parties; (ii) a breach of this Contract; or (iii) failure to comply with any applicable law. Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

15. Responsibility. Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party’s direction and supervision. Notwithstanding the terms of this Contract or any other document or agreement: (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 of ASU, as set forth in PUR-202, which is at www.asu.edu/counsel/manual/signatureauthority.html.

16. No Debarment. None of the Vendor Parties, either directly or indirectly or through subcontractors, have been suspended, excluded from participation in or penalized by any Federal or State procurement, non-procurement, or reimbursement program. Vendor affirms that it has confirmed the above statement by checking The System for
Award Management (SAM) www.uscontractorregistration.com within 180 days prior to commencing Services. Vendor will provide immediate written notice to ASU upon the subsequent exclusion of any of the Vendor Parties, or upon learning of any investigation or proposed action that could result in such exclusion.

17. Notices. All notices and communications required or permitted under this Contract will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

To ASU:
_________________________________________________ (department name)
PO Box ______________
Tempe, AZ  85287-___________
Attn:  ______________________ (insert title not an individual name)
With a copy to:

ASU Purchasing and Business Services
PO Box 875212
Tempe, AZ  85287-5212
Attn:  Chief Procurement Officer

To Vendor:
_____________________________________
_____________________________________
_____________________________________
Attn:  ________________________________

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

18. Nondiscrimination. The parties will comply with all applicable state and federal 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.

19. Conflict of Interest. If within 3 years after the execution of this Contract, Vendor hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

20. Arbitration in Superior Court. As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

21. Dispute Resolution. If a dispute arises under this Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

22. Records. To the extent required by ARS § 35-214, Vendor will retain all records relating to this Contract. Vendor 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 Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Vendor. Records may be delivered electronically.

23. **Failure of Legislature to Appropriate.** In accordance with ARS § 35-154, if ASU’s performance under this Contract 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 Vendor and cancel this Contract without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

24. **Advertising, Publicity, Names and Marks.** Vendor 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), for any reason including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Contract; 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 any ASU Marks must comply with ASU’s requirements, including using the ® indication of a registered

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

26. **Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA).

27. **Title IX Obligation.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. ASU’s Title IX Guidance is available at [www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf](http://www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf). Vendor will: (i) comply with ASU’s Title IX Guidance; (ii) provide ASU’s Title IX Guidance to any Vendor Parties who may reasonably be expected to interact with ASU students and employees, in person or online; and (iii) ensure that all Vendor Parties comply with ASU’s Title IX Guidance.

28. **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.

29. **Outside Services; Notification.** Vendor is free to perform work for entities other than ASU as long as such services do not violate Vendor’s obligations under this Contract. Vendor authorizes ASU to notify any employers or clients of Vendor of Vendor’s obligations hereunder.

30. **Construction.** Each party acknowledges that it has had the opportunity to participate in the drafting of, and to have its legal counsel review, this Contract. Vendor is not relying on the advice or counsel of any individuals employed by ASU in entering into this Contract. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied in interpreting this Contract.

31. **No Boycott of Israel.** As required by ARS §§ 35-393 to 35-393.01, Vendor 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 Contract.
32. **Governing Law and Venue.** This Contract 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 Contract will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

33. **Interpretation-Parol Evidence.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.

34. **No Waiver.** No waiver by University of any breach of the provisions of this Contract by Vendor shall in any way be construed to be a waiver of any future breach or bar ASU's right to insist on strict performance of the provisions of this Contract.

35. **Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Vendor hereby assigns to the Arizona Board of Regents for and on behalf of ASU any and all claims for such overcharges.

36. **Labor Disputes.** Vendor shall give prompt notice to ASU of any actual or potential labor dispute which delays or may delay performance under this Contract.

37. **Equal Opportunity Clause.** The Provisions of Section 202 of Executive Order 11246, 41, C.F.R. § 60-1.4.41, C.F.R. § 60-250.4 and 41, and C.F.R. § 60-741.4 are incorporated herein by reference and shall be applicable to this Contract unless this Contract is exempted under the rules, regulations or orders of the Secretary of Labor.

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

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

40. **Assignment.** Neither party may transfer or assign this Contract or any of its rights or obligations hereunder, either directly or indirectly, or by operation of law, without the other party’s prior written consent. Any attempt to the contrary will be void.

The parties have signed this Contract as of the Effective Date.

Arizona Board of Regents for and

[Signature]

191802 RFP  34
on behalf of Arizona State University

By: ____________________________
Name: __________________________
Title: ____________________________
Date Signed: ____________________

By: ____________________________
Name: __________________________
Title: ____________________________
Date Signed: ____________________
EXHIBIT A – SERVICES AND DELIVERABLES
INITIAL STATEMENT OF WORK

ASU Department Name and Contact:
Project Name:

This Statement of Work is made in accordance with the Independent Contractor Agreement for Consulting, Services and Deliverables between ___________________________ (“Vendor”) and the Arizona Board of Regents for and on behalf of Arizona State University (“ASU”), dated ____________________________ (the “Contract”). To the extent any provision in this Statement of Work conflicts with any provisions of the Contract, the provisions of the Contract will control.

SERVICES:
Vendor is authorized to provide the following Services:

DELIVERABLES

TIMELINES

FEES:

Arizona Board of Regents for and on behalf of Arizona State University:

By: ____________________________  By: ____________________________
Name: ____________________________  Name: ____________________________
Title: ____________________________  Title: ____________________________
Date Signed: ____________________________  Date Signed: ____________________________
EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligations of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Services.

These insurance requirements are minimum requirements for this Contract and do not limit any indemnity covenants contained in this Contract. ASU does not warrant that these minimum limits are sufficient to protect Vendor from liabilities that might arise out of the performance of the Services by Vendor or the Vendor Parties, and Vendor is free to purchase additional insurance.

A. Minimum Scope and Limits of Liability: Vendor will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form Contractual liability coverage.
   - General Aggregate $2,000,000
   - Personal and Advertising Injury $1,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Each Occurrence $1,000,000
   
a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor.”
   
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 Vendor.

2. Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
   - Combined Single Limit (CSL) $1,000,000
   
a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor, involving vehicles owned, leased, hired, or borrowed by Vendor.”
   
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 Vendor.
   
c. Policy will contain a severability of interest provision.

3. Worker’s Compensation and Employers’ Liability – statutory limits, as amended from time to time and in each case no less than the amounts specified below:

   Workers Compensation $1,000,000
   Employers Liability $1,000,000
   - Each Accident $1,000,000
- Disease – Each Employee  $1,000,000
- Disease – Policy Limit  $1,000,000

a. 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 Vendor.

b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability** (Errors and Omissions Liability).

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

a. If the professional liability insurance required by this Contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy will precede the effective date of this Contract; 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 Contract is completed.

b. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

B. **Additional Insurance Requirements**: All policies will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by Vendor, even if those limits of liability are in excess of those required by this Contract.

2. Vendor’s insurance coverage will be primary insurance with respect to all other available sources.

3. Coverage provided by Vendor will not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice of Cancellation**: With the exception of 10 day prior written notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above will require 30 days prior written notice sent directly to Director of Risk Management, ASU, PO Box 876512, Tempe, AZ, 85287-6512 and shall be sent by United States certified mail, return receipt requested.

D. **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 (A minus seven). The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Vendor from potential insurer insolvency.

E. **Verification of Coverage**: Vendor will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by ASU before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work.
under this Contract and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

All certificates required by this Contract must be sent directly to Director of Risk Management, Arizona State University, P.O. Box 876512, Tempe, AZ 85287-6512. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. Arizona and/or ASU reserve the right to require complete certified copies of all insurance policies required by this Contract at any time.

F. **Subcontractors**: Vendor’s certificate(s) will include all subcontractors as insureds under its policies or Vendor will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.

G. **Approval**: These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from these insurance requirements will require the approval of the Arizona Department of Administration, Risk Management Section.
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:**

**Energy**

Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:

- [http://www.ghgprotocol.org/calculation-tools](http://www.ghgprotocol.org/calculation-tools)

Practice Green health provides basic information and tools for emissions as well:


**Solid Waste**

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

- [http://www.epa.gov/smm/wastewise/measure-progress.htm](http://www.epa.gov/smm/wastewise/measure-progress.htm)

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

Packaging
Links to get you started on sustainable packaging:
  o http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm

Sustainability Practices
Ideas for alternative transportation programs:
  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://www.epa.gov/nrmrl/std/lca/lca.html
Green Seal green products & services:
Ecologo cleaning and janitorial products:
EPA information on sustainable landscape management:
  o http://www.epa.gov/epawaste/conserve/tools/greenscapes/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:

Energy
Greenhouse Gas Protocol provides tools to calculate emissions that are industry specific:
   - http://www.ghgprotocol.org/calculation-tools
Practice Green health provides basic information and tools for emissions as well:

Solid Waste
The EPA’s pre-built excel file to help measure and track your waste and recycling:
   - http://www.epa.gov/smm/wastewise/measure-progress.htm
Greenbiz’s comprehensive guide to reducing corporate waste:

Water Waste
EPA information about conserving water:
   - http://water.epa.gov/powwaste/nps/chap3.cfm

Packaging
Links to get you started on sustainable packaging:

Sustainability Practices
Ideas for alternative transportation programs:

The EPA environmentally preferable purchasing guidelines for suppliers:
   - http://www.epa.gov/epp/
EPA life cycle assessment information:
Green Seal green products & services:
Ecologo cleaning and janitorial products:
EPA information on sustainable landscape management:
.alibaba.com | 52

Financial Services
FATCA Compliant Substitute W-9

RETURN TO ASU

ATTN: Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.

Taxpayer Identification Number (TIN)

Employer ID Number (EIN)
Social Security Number (SSN)

LEGAL NAME:

(must match TIN)

LEGAL MAILING ADDRESS:

(Where tax information and general correspondence is to be sent)

DBA/Branch/Location:

ADDRESS LINE 1:

ADDRESS LINE 2:

CITY: ST: ZIP:

REMIT TO ADDRESS:

☐ Same as Legal Mailing Address

DBA/Branch/Location:

ADDRESS:

ADDRESS LINE 2:

CITY: ST: ZIP:

ENTITY TYPE (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)

☐ Individual (not a business)
☐ Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC
☐ Corporation (not providing health care, medical or legal services) (EP: 5)
☐ Corporation (providing health care, medical or legal services) (EP: 5)
☐ Partnership, LLP or partnership organized as LLC or PLLC
☐ The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)
☐ A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)
☐ Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)
☐ An international organization or any of its agencies or instrumentalities (EP: 4)
☐ The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)
☐ A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)

Corporations: Is your or an affiliated company’s stock regularly traded on one or more established security markets?

☐ Yes ☐ No (FC: D/E)

CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because I am exempt from backup withholding, I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen or other U.S. person (defined below).
4. The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct.

Certification instructions. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of U.S. Individual Date:

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

Legal Name: | TIN:

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

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

SECTION 1 - FEDERAL INFORMATION

What is your business’ federal classification type? See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) [http://www.sba.gov/size](http://www.sba.gov/size)

Large Business?  YES  NO  
Small Business?  YES  NO

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

- Service-Disabled Veteran-Owned (VD)
- Small Disadvantaged (SD)
- Women-Owned (WO)
- Veteran-Owned (VO)
- Minority Institution (MI)
- HUB Zone (HZ)

SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION

Are you self-certified according to this State of Arizona definition?  
“Less than 100 full-time employees OR less than $4 million in volume in the last fiscal year”  
YES  NO

Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUB Zone small, small disadvantaged or women-owned small business concern to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.

Print Name: 
Signature: 
Phone:  Fax: 
Email: 

VENDOR: List the product or service provided. 

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.
## OUTSTANDING DEBT AS OF JUNE 30, 2017

**ATTACHMENT A**

**ARIZONA STATE UNIVERSITY**

**FY 2019-2021 CAPITAL IMPROVEMENT PLAN**

**SUPPLEMENTAL DEBT INFORMATION**

(Dollars in Thousands)

<table>
<thead>
<tr>
<th>Bonds (1)</th>
<th>Series</th>
<th>Original Issue</th>
<th>Average Interest Rate</th>
<th>Data Bonds</th>
<th>Are First Callable</th>
<th>Final Maturity</th>
<th>Principal Balance Outstanding At June 30, 2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Thereafter</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>System Revenue Bonds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System revenue bonds due 2007-2010</td>
<td>2007B</td>
<td>76,230</td>
<td>4.46%</td>
<td>1/1/11</td>
<td>7/1/16</td>
<td>5,965</td>
<td>515</td>
<td>515</td>
<td>514</td>
<td>513</td>
<td>516</td>
<td>7,211</td>
<td></td>
</tr>
<tr>
<td>System revenue bonds due 2008-2010</td>
<td>2008A/B</td>
<td>101,480</td>
<td>5.00%</td>
<td>6/15/08</td>
<td>7/1/14</td>
<td>85,030</td>
<td>7,183</td>
<td>7,183</td>
<td>7,154</td>
<td>7,153</td>
<td>7,151</td>
<td>88,156</td>
<td></td>
</tr>
<tr>
<td>System revenue bonds due 2009A</td>
<td>2009A</td>
<td>35,740</td>
<td>3.76%</td>
<td>7/1/13</td>
<td>7/1/19</td>
<td>6,570</td>
<td>1,490</td>
<td>1,490</td>
<td>1,490</td>
<td>1,490</td>
<td>1,490</td>
<td>33,250</td>
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</tr>
<tr>
<td>System revenue bonds due 2010-2012</td>
<td>2010A/B</td>
<td>178,230</td>
<td>3.94%</td>
<td>6/14/10</td>
<td>7/1/15</td>
<td>161,495</td>
<td>9,106</td>
<td>9,106</td>
<td>10,908</td>
<td>10,908</td>
<td>10,908</td>
<td>185,210</td>
<td></td>
</tr>
<tr>
<td>System revenue bonds due 2011-2012</td>
<td>2011B</td>
<td>13,800</td>
<td>3.72%</td>
<td>8/2/10</td>
<td>8/1/15</td>
<td>22,075</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
<td>22,995</td>
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</tr>
<tr>
<td>System revenue bonds due 2012-2013</td>
<td>2012B/C</td>
<td>122,150</td>
<td>3.52%</td>
<td>8/2/10</td>
<td>8/1/15</td>
<td>27,350</td>
<td>2,734</td>
<td>2,734</td>
<td>2,730</td>
<td>2,730</td>
<td>2,730</td>
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<tr>
<td>System revenue bonds due 2014-2015</td>
<td>2014B/C</td>
<td>103,650</td>
<td>3.67%</td>
<td>8/2/10</td>
<td>8/1/15</td>
<td>99,810</td>
<td>9,712</td>
<td>9,712</td>
<td>8,345</td>
<td>8,345</td>
<td>8,345</td>
<td>116,590</td>
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</tr>
<tr>
<td>System revenue bonds due 2015-2016</td>
<td>2015A/B</td>
<td>122,250</td>
<td>3.34%</td>
<td>8/2/10</td>
<td>8/1/15</td>
<td>137,163</td>
<td>14,468</td>
<td>14,468</td>
<td>14,382</td>
<td>14,382</td>
<td>14,382</td>
<td>155,635</td>
<td></td>
</tr>
</tbody>
</table>
| **Total Revenue Bonds** | | | | | | | | | | | | | $1,749,465

<table>
<thead>
<tr>
<th>Certificates of Participation (COPs), Lease Purchases and Capital Leases (2)</th>
<th>Series</th>
<th>Original Issue</th>
<th>Average Interest Rate</th>
<th>Data Bonds</th>
<th>Are First Callable</th>
<th>Final Maturity</th>
<th>Principal Balance Outstanding At June 30, 2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Thereafter</th>
</tr>
</thead>
<tbody>
<tr>
<td>COPs due 2007-2015</td>
<td>2007</td>
<td>58,415</td>
<td>4.76%</td>
<td>7/1/12</td>
<td>7/1/15</td>
<td>58,415</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>4,680</td>
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</tr>
<tr>
<td>COPs due 2008-2016</td>
<td>2008A/B</td>
<td>101,810</td>
<td>4.52%</td>
<td>6/15/08</td>
<td>7/1/14</td>
<td>101,810</td>
<td>10,843</td>
<td>10,843</td>
<td>10,843</td>
<td>10,843</td>
<td>10,843</td>
<td>10,843</td>
<td></td>
</tr>
<tr>
<td>Refunding COPs due 2007-2016</td>
<td>2007</td>
<td>65,800</td>
<td>4.15%</td>
<td>7/1/12</td>
<td>7/1/16</td>
<td>65,800</td>
<td>1,190</td>
<td>1,190</td>
<td>1,190</td>
<td>1,190</td>
<td>1,190</td>
<td>9,460</td>
<td></td>
</tr>
<tr>
<td>Refunding COPs due 2008-2016</td>
<td>2008A/B</td>
<td>8,465</td>
<td>4.52%</td>
<td>8/2/10</td>
<td>8/1/15</td>
<td>8,465</td>
<td>835</td>
<td>835</td>
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<td>835</td>
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<td></td>
</tr>
<tr>
<td>Refunding COPs due 2012-2014</td>
<td>2012A/B/C</td>
<td>54,255</td>
<td>3.00%</td>
<td>8/2/10</td>
<td>8/1/15</td>
<td>54,255</td>
<td>6,411</td>
<td>6,411</td>
<td>6,411</td>
<td>6,411</td>
<td>6,411</td>
<td>54,255</td>
<td></td>
</tr>
<tr>
<td>Refunding COPs due 2013-2014</td>
<td>2013A/B/C</td>
<td>54,255</td>
<td>3.00%</td>
<td>8/2/10</td>
<td>8/1/15</td>
<td>54,255</td>
<td>6,411</td>
<td>6,411</td>
<td>6,411</td>
<td>6,411</td>
<td>6,411</td>
<td>54,255</td>
<td></td>
</tr>
<tr>
<td>Capital Leases due 2016-2017</td>
<td>2016A/B/C</td>
<td>54,255</td>
<td>3.00%</td>
<td>8/2/10</td>
<td>8/1/15</td>
<td>54,255</td>
<td>6,411</td>
<td>6,411</td>
<td>6,411</td>
<td>6,411</td>
<td>6,411</td>
<td>54,255</td>
<td></td>
</tr>
</tbody>
</table>
| **Total COPs and Lease Purchases** | | | | | | | | | | | | | $577,685

| Total Outstanding | | | | | | | | | | | | | $1,827,150

---

1. Original issue amount is net of refunded and legally defeased bonds.
2. Debt Service is net of the Build America bond federal subsidy and/or capitalized interest.

September 2017
This pro forma schedule may be used by the University for Price Comparison among proposers.

<table>
<thead>
<tr>
<th>Issue</th>
<th>Bonds/COPs</th>
<th>Amount ($ in Millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue No. 1</td>
<td>Bonds</td>
<td>$20</td>
</tr>
<tr>
<td>Issue No. 2</td>
<td>Bonds</td>
<td>$150</td>
</tr>
<tr>
<td>Issue No. 3</td>
<td>COPs</td>
<td>$20</td>
</tr>
<tr>
<td>Issue No. 4</td>
<td>COPs</td>
<td>$150</td>
</tr>
<tr>
<td>Issue No. 5</td>
<td>Separate Series: Tax-Exempt Bonds</td>
<td>$100</td>
</tr>
<tr>
<td></td>
<td>Taxable Bonds</td>
<td>$20</td>
</tr>
<tr>
<td>Issue No. 6</td>
<td>Separate Series: Tax-Exempt Bonds</td>
<td>$100</td>
</tr>
<tr>
<td></td>
<td>Green Bonds</td>
<td>$75</td>
</tr>
<tr>
<td></td>
<td>Refunding Bonds</td>
<td>$100</td>
</tr>
<tr>
<td></td>
<td>Taxable Bonds</td>
<td>$20</td>
</tr>
</tbody>
</table>