REQUEST FOR PROPOSAL

COIN, BILL AND CARD OPERATED SNACK VENDING MACHINE SERVICE FOR ARIZONA STATE UNIVERSITY

RFP 191907

DUE: 3:00 P.M., MST, 04/02/19

Deadline for Inquiries 5:00 P.M., MST, 03/22/19

Time and Date Set for Closing 3:00 P.M., MST, 04/02/19
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
</tr>
<tr>
<td>SECTION I – REQUEST FOR PROPOSAL</td>
</tr>
<tr>
<td>SECTION III – PRE-PROPOSAL CONFERENCE</td>
</tr>
<tr>
<td>SECTION IV – INSTRUCTIONS TO PROPOSERS</td>
</tr>
<tr>
<td>SECTION V – SPECIFICATIONS/SCOPE OF WORK</td>
</tr>
<tr>
<td>SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS</td>
</tr>
<tr>
<td>SECTION VII – PROPOSER QUALIFICATIONS</td>
</tr>
<tr>
<td>SECTION VIII – EVALUATION CRITERIA</td>
</tr>
<tr>
<td>SECTION IX – COMMISSION DATA SHEET</td>
</tr>
<tr>
<td>SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS</td>
</tr>
<tr>
<td>SECTION XI – PROPOSER INQUIRY FORM</td>
</tr>
<tr>
<td>SECTION XII – AGREEMENT - TERMS &amp; CONDITIONS</td>
</tr>
<tr>
<td>SECTION XIII – MANDATORY CERTIFICATIONS</td>
</tr>
<tr>
<td>ATTACHMENT A</td>
</tr>
<tr>
<td>ATTACHMENT B</td>
</tr>
</tbody>
</table>
SECTION I – REQUEST FOR PROPOSAL

RFP 191907

Arizona State University is requesting sealed proposals from qualified firms or individuals for COIN, BILL AND CARD OPERATED SNACK VENDING MACHINE SERVICE FOR ARIZONA STATE UNIVERSITY.

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 Boulevard & Broadway Road) Tempe, Arizona 85281 on or before 3:00 P.M., MST, 04/02/19 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
Purchasing Manager

KSA/ap
SECTION II – PURPOSE OF THE RFP

1. **INTENT**

This Request for Proposal (RFP) is for the provision of a coin, bill, and card operated, self-serve machine vended snack service at several University sites in the Phoenix metropolitan area. There are approximately 88 machines vending various combinations of candy, gum, mints, pastry, cookies and snacks.

The University views the machine vended snack service as both a service for the University community and as a source of significant revenue. The University desires a full service contract under which the vendor provides all equipment and stock items, and pays a commission to the University in accordance with the enclosed scope of work. As this contract is viewed as a service to the University community, the University will establish the sell prices of the various products.

The University expects that the successful proposer will provide excellent service and be sophisticated enough in stocking equipment so that the selection of items is continually adjusted so that more of the most popular items are added to the machine. Further, the University expects that each machine will be stocked with unexpired items at least once per week. Vending machines and products will comply with the requirements in the Maricopa County Environmental Health Code, Chapter VII, Section 4 and the Maricopa County Department of Public Health – Food Standards. Disregard beverage requirements.

Proposer shall provide a complete list of all products offered, both healthy and traditional. The product list will be approved by a University representative prior to stocking machines. The University reserves the right to reject products. Products sold in other vending machines on any ASU campus, will not be sold through this contract. Proposer shall describe how it proposes to maintain that a variety of products shall be served.

Proposer shall be responsible for all distribution systems for bulk products. Note: The State of 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 solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the snack vending equipment you are proposing. Please note that if you fail to submit this information but a competitor does, we may select your competitor’s product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

Note, the University has specified a minimum acceptable number of machines and the specific locations where these machines will be located in Attachment A. The locations listed may occasionally change.

2. **BACKGROUND INFORMATION**

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.


3. TERM OF CONTRACT

The initial contract term will be for two (2) years with the possibility of three (3) 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 Boulevard 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:** The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions will 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. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.

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, to:

Karen S. Ashe  
Purchasing and Business Services  
University Services Building  
Arizona State University
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.

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 Todd Merrill at 480-727-3506.

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:**
  o Build brand awareness by linking your business with high-quality programs
  o Generate community goodwill through support of public television
  o Promote your offerings to a broad audience at an affordable price
  o Market your brand in an environment free of commercial clutter
• **AZPBS delivers – multiple media platforms:**
  o 3 TV Channels – Eight HD, Eight Life & Eight World
  o Web views – [www.azpbs.org](http://www.azpbs.org) (150,000 unique visitors a month)
  o E-Marketing – 40,000 email addresses … and more.

Contact: Chad Bowen at AZPBS corporate support at 602-496-8669 or Chad.Bowen@asu.edu
Kelly McCullough, General Manager at 602-496-2422 or Kelly.McCullough@asu.edu
5.1. **VENDING OPERATIONS AND SERVICES**

5.1.1. Proposer agrees to operate on the premises, a vending service in accordance with the requirements, terms, conditions, information and descriptions contained in this Request for Proposal, including the Proposer’s proposal. Proposer shall conduct its business on the premises, at all times, in a professional and reputable manner. During the term of this agreement, the Proposer shall take all actions as may be reasonably requested by the University in order to carry out the purpose and intent of this agreement.

5.1.2. **Service to be Rendered.** The Proposer will provide at least the number of machines to vend snacks at the specified locations as agreed in this agreement. These machines will be capable of operating with either, coins, dollar bills or credit cards. The machines will be unattended and self-contained. The machines will have a notice posted on them that provides the location and method for customers to use in obtaining a refund, as well as the name and telephone number of the Proposer for customers to call for service. The Proposer will provide the machines, install them, operate them, and maintain them at no cost to the University except for the electricity and/or water used by the machines. The prices to be charged are as agreed in this agreement.

5.1.3. **Expenses.** The Proposer understands and agrees that the Proposer is responsible for paying the cost of all merchandise, services and other expenses in connection with the operation of its business. The Proposer agrees to indemnify and hold University harmless from and against any and all liability or claims arising from the operations of the Proposer on the premises. The Proposer agrees that it will be responsible for, and indemnify and hold University harmless from, all taxes arising out of the operations, including, without limitation, all payroll taxes, property taxes, equipment, sales and use taxes, or similar taxes.

5.1.4. **Independent Contractor.** It is the intention of the University and the Proposer that the Proposer shall be deemed to be an independent contractor, and nothing in this agreement, including the Proposer's Proposal, shall be deemed to create a partnership or joint venture or the relationship of principal and agent between the Proposer and the University. Nothing herein shall cause the employees, agents or representatives of either the Proposer or the University to be deemed or construed to be the employee, agent or representative of the other. Any reference in the Proposer's Proposal to a partnership relationship between the Proposer and the University, shall have no legal effect.

5.1.5. **Compliance with Laws.** The Proposer, at its expense, shall at all times during the term of this agreement, and with respect to all phase of operating its business, comply with all applicable governmental ordinances, laws, rules and regulation now or hereafter in effect at any time during the agreement, including, without limitation, all applicable rules, regulations and policies of the University. The Proposer shall also obtain and keep current all licenses and permits (whether state, federal, city or other) required to conduct its business at the premises, and pay promptly when due, all applicable fees. Copies of any inspection reports, notices, etc., from any state, federal, city or other agency shall be forwarded to the University within one day of receipt.
5.2. **PRODUCTS AND SERVICES**

5.2.1. **Performance Standards.** The University sets the following standards for product and service by the Proposer. Failure to conform to these standards shall be deemed a default by the Proposer.

5.2.2. **Product.** The Proposer agrees to supply the specified brands and unit sizes of snack products intended for human consumption per the Brand Names and Unit Sizes enclosed with Proposer's response to RFP 191907 which shall be incorporated into the contract. These products will pass any and all tests as may be required by any health, safety, or regulatory agency. Products will comply with the requirements in the Maricopa County Department of Public Health – Food Standards located at: https://www.maricopa.gov/documentcenter/view/5479. Disregard beverage requirements.

5.2.3. The University requests that Proposer consider the 'post-millennial' generation while selecting products and provide alternative healthy food options.

5.2.4. **Machines.** The Proposer shall be responsible for the installation and removal of all equipment used in providing the vending service. The machines that will be installed will be manufactured not earlier than 2017.

The equipment supplied to the campus should offer a wide range of payment methods from cash and coin, to credit cards (EMV or magnetic), and accept “smart” technologies for digital cashless payment including contactless communications.

Cashless readers should accept card payments made with credit, debit or prepaid cards, mobile payments using Apple Pay, Android Pay, Samsung Pay, Google Pay, QR codes and SMS or even adopt to closed loop payment environment specific to ASU.

Considerations for closed loop capabilities and specifications for closed loop payments will be discussed only upon award to the successful proposer.

No machine shall use equipment that transacts credit cards over the ASU wired or wireless network. All network connectivity will be the responsibility of the vendor. ASU will remain out of scope for any PCI compliance.

Within thirty days after the start of this agreement, the Proposer shall submit a list of all machines by location to the University Representative. This list will include the brand name, model number, serial number, date of manufacture, manufacturer’s name and address, and manufacturer’s telephone number. All machines shall be designed, constructed, and installed in accordance with standards of the National Sanitation Foundation, the National Automatic Merchandising Association, the Occupational Safety and Health Administration, and the Americans with Disabilities Act. All installations shall be attractive and complement the architecture, landscape, and public image of the University. The University reserves the right to require the relocation of machines that the University deems, in its sole judgment, not to meet this standard. All machines must comply with the applicable sections of the 2010 ADA Standards, including, but not limited to, Section 308, Reach Ranges. The standards are located at: https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm#titleII.
Vending machines will comply with the requirements in the Maricopa County Environmental Health Code, Chapter 8, Section 4 located at: https://www.maricopa.gov/1888/Maricopa-County-Environmental-Health-Cod. Disregard beverage requirements.

5.2.5. **Damage to Machines.** The machines will be the sole property of the Proposer and the Proposer will hold the University harmless for any and all damages to these machines.

5.2.6. **Machine Maintenance and Service.** The University is a 365 day a year campus and has the largest summer enrollment of any University in the country. The Proposer will be required to service all equipment 365 days a year unless otherwise agreed to by the University Representative. The Proposer will provide an identification number and place a sticker or decal on each machine giving the telephone number to be called for service. The Proposer will maintain a maximum response time to all equipment of 24 hours. This means that within 24 hours of a fault being reported, the machine will be visited and either the fault corrected and/or the machine restocked. The Proposer must adhere to ASU’s Campus Transportation Code: PDP 207-01 located at: https://www.asu.edu/aad/manuals/pdp/pdp207-01.html.

5.2.7. The Proposer shall restock each machine at a minimum of once per week while complying with the restrictions on driving on the malls. If client notifies vendor machine is lower than 40% capacity, a fine from the University of up to $50 per day per machine will be assessed.

5.2.8. The Proposer will be responsible for maintaining all equipment in a clean and sanitary condition. Arizona State University will provide normal custodial service which consists of the cleaning of walks, hallway, etc. All other custodial services will be provided by the Proposer. The Proposer will replace any vending machine which is out of service for longer than seventy-two (72) hours. There will be a $50.00 per day fee accessed if machine is not replaced after the seventy-two (72) hours. Servicing hours must be compatible with the University operating hours. Scheduling must be approved by the University Representative.

5.2.9. **Machine Placement.** Attachment A - Machine Placement specifies the locations at which the Proposer must place machines. Machines will not normally be installed on carpeted surfaces. Further, the following factors will be considered when determining the exact placement of machines: life safety, Americans with Disabilities Act (ADA) compliance, visual integrity, pedestrian traffic flow, utility issues, customer convenience, space for appropriate recycling containers, and environmental concerns. The University expressly reserves the right to make judgments as to what a location is, and when these requirements are violated. All applicable 2010 ADA Standards, including, but not limited to, Section 308, will apply: https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm#titleII.

5.2.10. The Proposer shall provide an assessment of our current campus vending locations to determine maximum penetration areas for sales and product. All recommendations must not impede traffic or be without sufficient electrical power.

5.2.11. **Machine Relocation.** The University may require the routine relocation or removal of a machine for the purpose of performing maintenance, modifying facilities, changing use of a facility, avoiding electrical problems, and many other purposes. The Proposer agrees that it will relocate or remove a machine within forty-eight (48) hours (or quicker if emergency related) after receipt of a routine relocation or removal request from the University. There will be a $50.00 per day fee accessed if machine is not relocated or removed after the forty-eight (48) hours.
eight (48) hours. The University may require the emergency relocation or removal of a machine because it is a hazard to health and safety, or for other reasons, in this case same day action may be required.

5.2.12. Right to Inspect. The University Representative shall have the right to inspect any machine with a Proposer Representative at any reasonable time.

5.3. UTILITIES

The University will provide existing 110 volt electric service at the site of the installation of the vending machines, at the University's expense. The cost of the electricity used in conjunction with the operation of the vending machines will be borne by the University. No change or alteration of electric service will be made by the Proposer without the prior written authorization of the University Representative. In the event that an installation of a machine causes disruption of the electrical service at the premises, the Proposer will immediately discontinue use of the machine and either install a dedicated electrical circuit at the Proposer's expense, or request approval from the University Representative to relocate the machine. In the event that a University department requests that a machine be installed at a specific location, as approved by the University Representative, and this location requires a dedicated electrical circuit, then the requesting University department shall pay for the cost of providing this dedicated electrical circuit. For any machines that require water, the Proposer must use existing University provided water sources. The cost of the water used in conjunction with the operation of the vending machines will be borne by the University. No change or alteration of water service will be made by the Proposer without the prior written authorization of the University Representative. Any permitted changes to either the electric service or water service shall be done by contractors with the applicable commercial license in the State of Arizona.

5.4. DELIVERY

All deliveries to various vending locations must be by way of the regular campus streets and service roads. No motor vehicles may be driven on the malls or walkways without prior approval of the University. The University will not allow the Proposer to operate motorized vehicles on the malls between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday. Proposer shall obtain all parking permits and/or decals required while performing work on the University premises from the Office of Parking and Transit Services: https://cfo.asu.edu/Departments-Vendors-Contractors. In addition, approximately twenty (20) buildings on the Tempe campus are accessible only via a pedestrian mall. These buildings must be serviced so that the Proposer's vehicles are not on the malls between the hours of 7:30 a.m. to 5:00 p.m., Monday through Friday.

Walk-Only Zones prohibit access to all wheeled traffic during enforcement time and deliveries or work requiring vehicular or cart access may need to be arranged outside of the restricted hours. Proposer must comply with loading zones, mall access, and pedestrian mall restrictions. Information is available at https://cfo.asu.edu/walk-only-zones.

Proposer agrees to remit a payment of $100 to the University for each and every violation of the restriction against driving on the malls during the hours of 7:30 a.m. to 5:00 p.m., Monday through Friday. Further, should there be any more than ten (10) violations during any agreement year, then the Proposer shall be in default of the agreement, and shall have to show cause as to why the agreement should not be terminated.
5.5. **KEY CONTROL & DOOR ACCESS POLICY**

The Proposer must comply with the key control policy issued by ASU Facilities Management. It is the Proposer's responsibility to obtain a copy of this policy. Key Control Policy is located at: https://www.asu.edu/aad/manuals/fac/fac205.html - see Vendor and Contractor Keys. The Proposer should note that the Proposer must notify the ASU Police Department and Facilities Management Lock Services within 24 hours of the discovery of lost or stolen keys, that the unauthorized duplication or use of a key to a public building is a punishable offense under the Arizona Revised Statutes, Section 13-3715, and that the Proposer will be assessed a re-keying charge for lost or stolen keys. A Facilities Management Service Request Form must be submitted before rekeying. MSR Form location at: https://cfo.asu.edu/requests-for-service - see Key and Lock Services.

5.6. **PERSONNEL**

5.6.1. **Equal Opportunity Employer.** The Proposer shall operate as an equal opportunity employer.

5.6.2. **Proposer Personnel Matters.** The Proposer shall have control over and be responsible for all personnel and employment matters involving its employees including, but not limited to, work schedules and compensation. All employees shall be employed by the Proposer in its own name at its own expense, and the Proposer shall pay all salaries, wages and employee benefits payable to or on behalf of its employees. All personnel matters shall be handled in accordance with applicable law and standard procedures established for all of the Proposer's locations.

5.6.3. **Staffing.** The Proposer shall maintain an adequate staff at all times to ensure a high quality service operation on the premises. The Proposer shall identify one manager made known to University, in writing, by name to routinely review and inspect operations on the premises.

5.6.4. **Employee Conduct.** The Proposer shall ensure that its employees engage in appropriate conduct while working at the premises. All personnel shall be subject to University regulations regarding personal behavior and use of University facilities, and shall be dismissed at the request of the University for violations or for conduct inimical or offensive to the interests of the University and its staff.

5.6.5. **Employee Identification.** The service employees of the Proposer must wear identifying uniforms, or some other easily visible item that identifies them as the Proposer employees. Employees shall always be clean, well-groomed and properly uniformed with required equipment. Background information will be required for the last seven (7) years or as reasonably available, including a finger print check for ninety-nine (99). Staff must be able to verbally communicate in a clear, distinct, and courteous manner. All staff must be employees of the Proposer at the time of rendering any service.

5.7. **COMMISSIONS**

5.7.1. **Commissions to Be Paid.** The Proposer will pay a specified percentage of all items sold as commission to the University. In addition, the Proposer agrees to provide an Annual Minimum Guaranteed Commission. In the event that this Annual Minimum Guaranteed Commission is not achieved in any agreement year, the Proposer shall pay an additional
incremental commission so as to equal the Annual Minimum Guaranteed Commission. Any such incremental commission shall be paid within 15 days after the end of any agreement year.

5.7.2. Commissions Shall Be Based on Gross Receipts. The term "gross receipts" is defined as the total amount received for each item before deducting all cost of sales, licenses, taxes of every kind and description or overhead expense. The Proposer agrees to pay all taxes, especially sales and use taxes, licenses, and other expenses if any.

5.7.3. Commissions Shall Be Earned on Receipts that are Stolen or Otherwise Missing. The Proposer is expected to properly secure the receipts generated through the vending service. In the event that receipts are stolen or otherwise missing, the Proposer shall pay a commission on these receipts as if they had been collected by the Proposer.

5.7.4. Delivery of Commission Checks. All commission checks shall be delivered by mail to the Business Manager for Auxiliary Business Services at Auxiliary Business Services, PO Box 873512, Tempe AZ 85287-3512. If this department relocates, official notice will be provided to Proposer. All commission checks shall be generated and delivered by the 15th of the month following month end.

5.8. REPORTING
The Proposer must submit a monthly report that shows at a minimum the following information. This monthly report shall be delivered by email to Elanor.M.Brogdon@asu.edu and Liane.Hall@asu.edu, with its accompanying commission check delivered by mail to the Business Manager for Auxiliary Business Services at Auxiliary Business Services, PO Box 873512, Tempe AZ 85287-3512.

5.8.1. Machine type, identification or serial number, and location of every machine on the premises.

5.8.2. Sales and commissions by machine for every machine on the premises.

5.8.3. Sales and commissions subtotalled for the following six areas: ASU West, ASU Polytechnic, ASU Downtown, Residence Halls, Sun Devil Fitness Center, Memorial Union, and remaining University areas.

5.8.4. A written explanation for any machines with no sales.

5.9. PERFORMANCE BOND REQUIREMENTS
The Proposer agrees to provide and pay for a performance bond in the amount of the annual minimum guaranteed commission as a guarantee that the requirements of the contract will be met. Such bond shall be in a form prescribed by the University and with a University approved sureties. See Attachment B. The Proposer shall require the attorney in fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any increase as may be added to the annual minimum guaranteed commission. Note: if the Proposer elects to pay the annual minimum guaranteed commission in advance for any agreement year, then no performance bond will be required for agreement year.
5.10. **ACCOUNTABILITY**

5.10.1. **Interest Payments.** If monthly commission payments are not received by the University on the due dates prescribed above, the unpaid commissions shall accrue interest at the lesser of eighteen percent (18%) per year or the highest contractual interest rate allowed by the State of Arizona. All such amounts shall be calculated on a daily basis and shall be due and owing in the same manner and at the same time as the commission payments. For example, if a payment of $10,000 were ten days late, then the interest would be calculated as $10,000 times (18% divided by 365 times 10 days) or .00493151. The amount of interest due would be $49.32.

5.10.2. **Records.** The Proposer shall retain for inspection and audit by Arizona State University, the Arizona Board of Regents, and/or the Auditor General of the State of Arizona, or their agents, all books, accounts, reports, files and records relating to this agreement for a period of at least five (5) years after expiration or termination of this agreement; provided, however, that records relating to disputes, litigation or the settlement of claims arising out of the performance of this agreement, shall be retained by the Proposer and be subject to inspection and audit by Arizona State University, the Arizona Board of Regents, and/or the Auditor General of the State of Arizona, or their agents, until such litigation or claim is fully resolved. The Proposer shall provide all such records at any office of Arizona State University as the University may designate. Further, Arizona State University has the right, at the Proposer's expense, to request that the commission statements for the current and any previous agreement year be examined in accordance with generally accepted auditing standards by an independent certified public accountant. The scope of this examination would be such that an auditor's opinion would be issued. The University may exercise this right no more than once per agreement year.

5.10.3. **Internal Controls.** The University shall have the right to review the Proposer's internal controls and accounting procedures relative to the Proposer's operation at the University. Significant weaknesses shall be rectified as soon as possible, but not later than thirty (30) days after written notice specifically describing such condition is received by the Proposer from the University. Within thirty (30) days after the Commencement Date, the Proposer will furnish the University with a statement of how the Proposer maintains accountability of revenues.

5.11. **PRICING CHANGES**

Any change in the price of the merchandise vended from the prices set out in this specification, or any change in the quality or unit sizes of the products provided, must have the prior written approval of the University Representative. Price changes will only be considered at the end of one agreement year and the beginning of another. Price change requests should be supported by evidence of increased costs to the Proposer. The University will not approve price increases that will merely increase the gross profitability of the Proposer at the expense of our students, faculty, and staff. Request must be submitted to Purchasing and Business Service at least sixty (60) days prior to the requested change date.

5.12. **REFUNDS**

The Proposer will provide refund accounts for the refunding of monies to the public where a vending machine is not in good working order. Adequate signage, accounting procedure for
refunds and designated locations for refund banks will be established by mutual agreement between the Proposer and the University Representative.

5.13. **CASUALTY**

5.13.1. **Partial -- Proposer.** In the event of any damage or destruction of the premises caused by the negligence or willful acts of the Proposer, its employees, agents, or invitees, then at its sole cost and expense, the Proposer shall restore, repair and replace the premises to as good a condition as existed prior to such damage or destruction and this agreement shall continue in effect without any reduction in commissions payable by the Proposer hereunder. Such restoration shall be commenced promptly; shall be prosecuted with diligence to completion; and shall be performed in a good and workmanlike manner in accordance with plans and specifications therefore approved by University and in compliance with all applicable laws, regulations and codes. All restoration work performed by or on behalf of the Proposer on the premises shall be performed by the Proposer as approved by Arizona State University (or at Arizona State University's option by University employees, at the Proposer's expense), and Arizona State University shall have the right to require the Proposer to provide such insurance and post such payment and performance bonds as Arizona State University deems necessary.

5.13.2. **Partial -- Arizona State University.** In the event of any damage or destruction of the premises, at its sole cost and expense, Arizona State University shall promptly repair and replace the same to as good a condition as existed previously. In respect to any damage or destruction that Arizona State University is obligated to repair or elects to repair under the terms of this Paragraph, the Proposer waives all rights that would authorize the Proposer to terminate this agreement by reason of such damage or destruction.

5.14. **SIGNS**

The Proposer shall not erect or place on or about the premises any sign without the University's prior written approval of the location, material, size, design and content.

5.15. **SUBCONTRACTS**

The Proposer shall have the responsibility for the total machine vending requirements. The agreement shall not be assigned. The Proposer shall not subcontract the performance of any part of the agreement without the prior written approval of each subcontractor by the Board of Regents or the University, which approval the Board or University may refuse at its discretion and without recourse.

5.16. **CONTRACT CHANGEOVER**

If a contractor other than the Proposer is awarded an agreement, or if a contractor is changed during the agreement period, a period of thirty (30) days will be used to make an orderly transition to the new contractor. This transition period will begin thirty (30) days prior to the expiration of the agreement.

5.17. **STORAGE**

Storage space on the University campus is not available. The Proposer shall provide all storage space required off campus.
5.18. **NEWS RELEASES**

The Proposer shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to University without the prior written approval of University, in each instance. However, nothing herein shall preclude the Proposer from listing the University on its routine client list for matters of reference.

5.19. **DEFAULTS AND REMEDIES**

5.19.1. **Proposer Default.** The occurrence of any of the following events or conditions shall constitute, and is hereby defined to be, an “Event of Default”: The Proposer (i) fails to pay any commissions or other sums required by this agreement within five (5) days of the date such payment is due, or (ii) fails to comply with or perform under any of the other terms, covenants or conditions hereof, or (iii) abandons the premises, or (iv) files any proceeding under the federal bankruptcy laws now or hereafter existing or any other similar statute now or hereafter existing or other similar statute now or hereafter in effect, enters any order for relief under such laws with respect to the Proposer, or the appointment of a receiver, trustee, custodian or conservator of all or any part of the assets of the Proposer. Upon the occurrence of any Event of Default, and at the time thereafter while such Event of Default is continuing, Arizona State University shall have the following rights and remedies and, at Arizona State University’s sole and absolute discretion, from time to time may do one or more of the following: (i) Notify the Proposer in writing of such failure and demand that the same be remedied within 20 days. Should the Proposer fail to remedy the same within said period, Arizona State University shall then have the right to terminate this agreement without further notice. (ii) Pursue any legal and/or equitable remedy available to Arizona State University to prevent removal of property from the premises by any lawful means it deems necessary to protect its interest. Arizona State University may exercise its rights and remedies at any time, to any extent and as often as Arizona State University deems desirable to protect its interests. No action of Arizona State University shall be construed as an election to terminate this agreement unless written notice of such intention is given by Arizona State University to the Proposer.

5.19.2. **Arizona State University Default.** If Arizona State University shall fail to observe or perform any of the provisions of this agreement to be observed or performed by Arizona State University, and such failure is not cured within thirty (30) days after notice by the Proposer to Arizona State University, then Arizona State University shall be in default hereunder, and the Proposer may, at any time thereafter (i) terminate this agreement, (ii) effect a cure on Arizona State University's behalf and all reasonable costs and expenses so incurred by the Proposer shall be due and payable by Arizona State University on demand by the Proposer, or (iii) continue this agreement and recover damages resulting from Arizona State University's default. Notwithstanding the foregoing, if a default cannot reasonably be cured within thirty (30) days, Arizona State University shall not be in default of this agreement if it commences to cure the default with the 30-day period and thereafter diligently and in good faith cures the default. In no event, however, shall Arizona State University be liable for any lost income, profits or consequential damages of the Proposer or any other person or entity.

5.20. **NON-EXCLUSIVE**

This agreement does not give the Proposer exclusive rights for a snack vending machine service to Arizona State University. The University has various agreements to supply machine vended
cold beverages and water, and has granted a license to the Tempe Lions to vend gum and candy in gumball type machines, and the University may let contracts to supply machine vended snacks other than those granted to Proposer. Proposer agrees to refrain from distributing, selling, stocking any products that conflict with the University’s beverage vending contract.

5.21. **LIENS**

The Proposer shall not suffer or permit to be enforced and shall indemnify and hold harmless Arizona State University and the premises from and against all mechanic's, materialmen's, contractor's, subcontractor's and all other liens, claims, security interests and demands of every kind and nature arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Proposer. If within (twenty) 20 days following the filing of any such Lien or claim of Lien, the Proposer does not cause such Lien to be released in a manner satisfactory to Arizona State University, Arizona State University shall have the right but not the obligation to cause the same to be released by any means Arizona State University shall deem proper. All sums paid by Arizona State University and all expenses incurred, shall be payable by the Proposer to Arizona State University upon demand, together with interest at the rate of 18% per annum from the date incurred. Arizona State University shall have the right to post on the premises any notices permitted or required by law or that Arizona State University shall deem proper for the protection of Arizona State University and the premises against Lien.

5.22. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD**

Proposer is required to be in compliance with the current or successor standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware and provide attestation of compliance annually.

The technical solution must include the following:

1. Proposer maintains their own network operating on their own dedicated infrastructure. Proposer’s network includes a firewall that includes access control rules that separate Proposer’s PCI network from ASU and restricts any communication between Proposer’s network devices and ASU systems.
2. Proposer treats the ASU network as an untrusted network and encrypts all cardholder data traversing the ASU network using industry standard encryption algorithms.
3. A system where ASU has no ability to decrypt cardholder data.
4. Devices must be SRED (secure reading and exchange of data) and PTS 3.x compliant. EMV compliance is required by October 1, 2015.

5.23. **VALUE ADDED SERVICES**

Proposer should provide a brief summary of any other value-added services or programs which may contribute to the overall value of your proposal, including but not limited to:

1. Training
2. Industry Partnerships
3. Support of ASU’s Charter and Goals
4. Support of sustainable development, veterans’ affairs, initiatives in support of women, wellness, and our changing regional demographics
5. Support and enhancement of ASU’s reputation as an innovative foundational model for the New American University
6. Comment to provide significant financial and non-financial support for the University and its signature program
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

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

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

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

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

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

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

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

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

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

1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.

2. The proposer must submit the name, position, telephone number, facsimile number, and the e-mail address of three (3) references, at least one (1) of which must be the proposer’s largest single account.

3. The proposer must submit evidence that the total number of vending machines they currently have in service is greater than 250.

4. The proposer must provide evidence that a performance bond and insurance certificates can be provided within ten (10) days after award is issued.

5. The proposer must provide resumes of the staff that will be servicing the ASU Account.

6. The proposer must provide a Service Level Agreement (SLA) and a Key Performance Indicator (KPI).

7. The proposer must provide samples of proposer’s reports that will be provided to ASU during the course of this contract.

8. The proposer must provide samples of proposer’s machine maintenance records.
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. Response to Section VII – Qualifications (25%)
2. Response to Section V - Specification/Scope of Work (20%)
3. Response to Section IX – Commissions (20%)
4. General Quality and Adequacy of Response (15%)
5. Acknowledgement and Acceptance of ASU Terms and Conditions (10%)
6. Sustainability Efforts / Sustainability Questionnaire (10%)
## Determining Annual Expected Commissions from Each Proposer

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Annual Sales</th>
<th>Percentage Commission</th>
<th>Total Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Candy</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gum and mints</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pastry</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cookies</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Snacks</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Earned Commissions**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

**Annual Minimum Guaranteed Commission**

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
</table>

**Annual Expected Commission is Higher of the Above Two Lines**
SECTION IX – COMMISSION DATA SHEET

Proposer **must** submit a proposal on all of the items identified on this sheet. Proposer **may** submit a proposal on additional items other than beverages.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>VEND PRICE</th>
<th>COMMISSION PERCENT OF GROSS SALES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CANDY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GUM AND MINTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PASTRY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COOKIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SNACKS, 1 1/4 TO 2 1/8 OZ</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Annual Minimum Guaranteed Commission:** If the total commissions paid to the University during each year of the contract period do not equal or exceed $_______________, the contractor will make a lump sum payment for the difference at the end of each contract year.
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

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

1. **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

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

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

4. 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. Cover Page, Mandatory Certifications and Substitute W-9 and Supplier Sustainability Questionnaire as per Section XIII

2. Detailed response to Section VII, Proposer’s Qualifications

3. Commission Data Sheet, Section IX

4. Detailed response to Section V, Specifications/Scope of Work including a description of the proposed method regarding the operation, maintenance and management of the service being provided.

5. A description of the products to be vended, to include the name brand and unit sizes of the products.

6. Description of the proposer’s level of maintenance of the vending equipment, to include the response times for repair and for restocking.

7. The manufacturer’s descriptive literature for each brand name and model number of vending machine to be used. Include a statement that as of the start of the agreement, all vending machines will have been manufactured in 2017 or later. Also include a statement that all of the machines will be capable of accepting dollar bills and giving change and accepting credit cards. The machines meet PCI and ADA standards.
8. Acceptance of ASU’s RFP Terms and Conditions – Section XII
   Note: all exceptions with justification and alternative language MUST be submitted with the proposal

9. Value added services.
SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc. to be emailed to: karen.ashe@asu.edu

PROJECT NAME: _____Coin, Bill and Card Operated Snack Vending Machine Service_____

PROPOSAL NUMBER: ___RFP 191907__________________________

INQUIRY DEADLINE: ___5:00 P.M., MST, 03/22/19__________________________

QUESTIONS ON: ____ ORIGINAL PROPOSAL or _____ ADDENDUM NO. _____________

DATE: ________________________________

WRITER: ________________________________

COMPANY: ________________________________

E-MAIL ADDRESS: ________________________________

PHONE: ________________________________ FAX: ________________________________

QUESTIONS:

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________
SECTION XII – AGREEMENT - TERMS & CONDITIONS

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

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

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

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

- **Minimum Scope and Limits of Insurance**: Supplier’s insurance coverage will be primary insurance with respect to claims arising out of the activities performed by or on behalf of Supplier, involving vehicles owned, leased, hired or borrowed by Supplier.

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

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

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

- **Automobile Liability**. If Supplier will be driving on ASU campus or on ASU business the following section will apply: Policy will include Bodily Injury and Property Damage for any owned, hired, or non-owned vehicles used in the performance of the Agreement in the following amounts. If Supplier is not an individual then coverage will be a combined single limit of $1,000,000. If Supplier will be driving on ASU campus or on ASU business the following section will apply: Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

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

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

    o Policy will contain a severability of interest provision.

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

  o Employer’s Liability in the amount of $1,000,000 injury and disease.

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

  o This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the [Sole Proprietor Waiver Form](#).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Approval. These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in the Agreement will require the approval of ASU’s Department of Risk and Emergency Management.
SECTION XIII – MANDATORY CERTIFICATIONS

Fillable PDF versions of mandatory certifications are at: https://cfo.asu.edu/business/do-business-asu under the Formal Solicitations tab. ORIGINAL signatures are REQUIRED for either version.

CONFLICT OF INTEREST CERTIFICATION

__________________________
(Date)

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

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

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

_______________________________
(Email address)                       (Address)

_______________________________
(Signature required)                  (Phone)

_______________________________
(Print name)                          (Fax)

_______________________________
(Print title)                         (Federal Taxpayer ID Number)
FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Other Responsibility Matters (April 2010)

_____________________
(Date)

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

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

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

   (A) (check one) Are (    ) or are not (    ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (   

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

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

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

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

(2) (a) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or, person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by University may render the Offeror nonresponsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

__________________________________________  _____________________________
(Email address)                              (Address)

__________________________________________  _____________________________
(Signature required)                          (Phone)

__________________________________________  _____________________________
(Print name)                                  (Fax)

__________________________________________  _____________________________
(Print title)                                  (Federal Taxpayer ID Number)
ANTI- LOBBYING CERTIFICATION

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

_____________________
(Date)

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the University; and

(3) Offeror will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

__________________________________________  __________________________________________
(Email address)                                (Address)

__________________________________________  __________________________________________
(Signature required)                           (Phone)

__________________________________________  __________________________________________
(Print name)                                   (Fax)

__________________________________________  __________________________________________
(Print title)                                  (Federal Taxpayer ID Number)
SUPPLIER SUSTAINABILITY QUESTIONNAIRE – SMALL COMPANY

Firm Name: ___________________________ Date: ___________________________

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods. Arizona State University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions.

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

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

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

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

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

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

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

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

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

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY
Firm Name: ____________________________ Date: ____________________________
The Supplier Sustainability Questionnaire must be completed and returned with your Proposal. This questionnaire is applicable to firms that provide services as well as those that provide goods. Arizona State University’s vision is to be environmentally sustainable while expanding our education, research, and community support programs. The University seeks suppliers who share our sustainability vision. Accordingly, please answer the following questions. To each question please provide at least one of the following types of responses:
- An explanation or description
- A URL of your policy or program
An electronic copy of your illustrative policies or programs must be provided if requested. If the question does not apply, answer with N/A and provide an explanation as to why.

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

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

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

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

**Sustainability Practices**

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

**Community**

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

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

**Energy**

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

**Solid Waste**

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

**Water Waste**

- BSR’s guide on how to establish your water usage:
EPA information about conserving water:
  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:
http://www.epa.gov/epawaste/conserve/tools/greenscapes/index.htm
<table>
<thead>
<tr>
<th>Campus</th>
<th>Machine</th>
<th>Machine Type</th>
<th>Machine Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU - Tempe Campus</td>
<td>10710</td>
<td>Snack</td>
<td>University Center 2nd Floor End - 1150</td>
</tr>
<tr>
<td></td>
<td>11244</td>
<td>Snack</td>
<td>Wrestling Room</td>
</tr>
<tr>
<td></td>
<td>11265</td>
<td>Snack</td>
<td>Human Resources</td>
</tr>
<tr>
<td></td>
<td>11266</td>
<td>Snack</td>
<td>Eng. A Wing Outside</td>
</tr>
<tr>
<td></td>
<td>11268</td>
<td>Snack</td>
<td>Eng. G Wing O/S West</td>
</tr>
<tr>
<td></td>
<td>11269</td>
<td>Snack</td>
<td>USB 1st Fl</td>
</tr>
<tr>
<td></td>
<td>11270</td>
<td>Snack</td>
<td>USB 2nd Fl</td>
</tr>
<tr>
<td></td>
<td>11271</td>
<td>Snack</td>
<td>Sonoran Bldg</td>
</tr>
<tr>
<td></td>
<td>11273</td>
<td>Snack</td>
<td>Goldwater Bldg 1st Flr Elev South</td>
</tr>
<tr>
<td></td>
<td>11274</td>
<td>Snack</td>
<td>Durham Basement</td>
</tr>
<tr>
<td></td>
<td>11277</td>
<td>Snack</td>
<td>Social Sciences Bld.</td>
</tr>
<tr>
<td></td>
<td>11278</td>
<td>Snack</td>
<td>H Bateman</td>
</tr>
<tr>
<td></td>
<td>11279</td>
<td>Snack</td>
<td>LSC Life Sciences</td>
</tr>
<tr>
<td></td>
<td>11281</td>
<td>Snack</td>
<td>LSE Life Sciences North</td>
</tr>
<tr>
<td></td>
<td>11283</td>
<td>Snack</td>
<td>Matthews Center</td>
</tr>
<tr>
<td></td>
<td>11284</td>
<td>Snack</td>
<td>Hayden Lib. staff</td>
</tr>
<tr>
<td></td>
<td>11286</td>
<td>Snack</td>
<td>Parking Dispatch</td>
</tr>
<tr>
<td></td>
<td>11287</td>
<td>Snack</td>
<td>Durham Bldg Lang &amp; Lit Entrance</td>
</tr>
<tr>
<td></td>
<td>11288</td>
<td>Snack</td>
<td>Facilities Dock</td>
</tr>
<tr>
<td></td>
<td>11289</td>
<td>Snack</td>
<td>Schwada 3rd Fl</td>
</tr>
<tr>
<td></td>
<td>11290</td>
<td>Snack</td>
<td>Mona Plummer Aquatics</td>
</tr>
<tr>
<td></td>
<td>11291</td>
<td>Snack</td>
<td>Fulton Center 3rd Flr Breakroom</td>
</tr>
<tr>
<td></td>
<td>11292</td>
<td>Snack</td>
<td>Palo Verde Main</td>
</tr>
<tr>
<td></td>
<td>11293</td>
<td>Snack</td>
<td>Biodesign 3rd Fl 352</td>
</tr>
<tr>
<td></td>
<td>11295</td>
<td>Snack</td>
<td>Biodesign 1st Fl 152</td>
</tr>
<tr>
<td></td>
<td>11296</td>
<td>Snack</td>
<td>Biodesign Bldg B 2nd Fl</td>
</tr>
<tr>
<td></td>
<td>11297</td>
<td>Snack</td>
<td>ISTB4 (SESE)</td>
</tr>
<tr>
<td></td>
<td>11306</td>
<td>Snack</td>
<td>Hayden Hall East Breezeway</td>
</tr>
<tr>
<td></td>
<td>11308</td>
<td>Snack</td>
<td>Phys Ed East Bldg</td>
</tr>
<tr>
<td></td>
<td>11309</td>
<td>Snack</td>
<td>WP Starbucks</td>
</tr>
<tr>
<td></td>
<td>11310</td>
<td>Snack</td>
<td>WP Carey Court Yard</td>
</tr>
<tr>
<td></td>
<td>11311</td>
<td>Snack</td>
<td>Computing Commons 3rd Fl</td>
</tr>
<tr>
<td></td>
<td>11312</td>
<td>Snack</td>
<td>Mem Union Hall LL Stairwell</td>
</tr>
<tr>
<td></td>
<td>11313</td>
<td>Snack</td>
<td>Mem Union LL Student Lounge</td>
</tr>
<tr>
<td></td>
<td>11315</td>
<td>Snack</td>
<td>Best Hall</td>
</tr>
<tr>
<td></td>
<td>11316</td>
<td>Snack</td>
<td>Discovery Hall</td>
</tr>
<tr>
<td></td>
<td>11317</td>
<td>Snack</td>
<td>Stauffer Comm</td>
</tr>
<tr>
<td></td>
<td>11318</td>
<td>Snack</td>
<td>Payne Breezeway</td>
</tr>
<tr>
<td></td>
<td>11319</td>
<td>Snack</td>
<td>Schwada 1st Fl</td>
</tr>
<tr>
<td></td>
<td>11320</td>
<td>Snack</td>
<td>Fine Arts</td>
</tr>
<tr>
<td></td>
<td>11321</td>
<td>Snack</td>
<td>Schwada 2nd Fl</td>
</tr>
<tr>
<td></td>
<td>11322</td>
<td>Snack</td>
<td>Coor Bldg 5th Floor</td>
</tr>
<tr>
<td></td>
<td>11323</td>
<td>Snack</td>
<td>Coor Bldg 3rd Floor</td>
</tr>
<tr>
<td></td>
<td>11324</td>
<td>Snack</td>
<td>Gammage North</td>
</tr>
<tr>
<td></td>
<td>11325</td>
<td>Snack</td>
<td>Centerpoint 4th Floor</td>
</tr>
<tr>
<td></td>
<td>11327</td>
<td>Snack</td>
<td>Tempe Center (TMPCT)</td>
</tr>
<tr>
<td></td>
<td>11328</td>
<td>Snack</td>
<td>Community Services</td>
</tr>
<tr>
<td></td>
<td>11331</td>
<td>Snack</td>
<td>Police Station 3rd Fl</td>
</tr>
<tr>
<td></td>
<td>11332</td>
<td>Snack</td>
<td>APMA</td>
</tr>
<tr>
<td></td>
<td>11333</td>
<td>Snack</td>
<td>Centerpoint 3rd Floor</td>
</tr>
<tr>
<td></td>
<td>11335</td>
<td>Snack</td>
<td>Hayden Library</td>
</tr>
<tr>
<td>Campus</td>
<td>Machine</td>
<td>Machine Type</td>
<td>Machine Location</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>---------</td>
<td>--------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>ASU - Downtown Campus</td>
<td>11298</td>
<td>Snack</td>
<td>NIH 2 - 2nd Floor</td>
</tr>
<tr>
<td></td>
<td>11299</td>
<td>Snack</td>
<td>Cronkite - 2nd Floor</td>
</tr>
<tr>
<td></td>
<td>11300</td>
<td>Snack</td>
<td>Cronkite - 1st Floor</td>
</tr>
<tr>
<td></td>
<td>11301</td>
<td>Snack</td>
<td>Mercado A 2nd Floor</td>
</tr>
<tr>
<td></td>
<td>11302</td>
<td>Snack</td>
<td>NIH 1-3rd Floor</td>
</tr>
<tr>
<td></td>
<td>11303</td>
<td>Snack</td>
<td>Cronkite - 6th Floor</td>
</tr>
<tr>
<td></td>
<td>11304</td>
<td>Snack</td>
<td>Cronkite 4th Floor</td>
</tr>
<tr>
<td></td>
<td>11305</td>
<td>Snack</td>
<td>Cronkite 3rd Floor</td>
</tr>
<tr>
<td></td>
<td>11307</td>
<td>Snack</td>
<td>USC 1st Floor restrooms</td>
</tr>
<tr>
<td></td>
<td>15368</td>
<td>Snack</td>
<td>USC S. Door</td>
</tr>
<tr>
<td></td>
<td>15369</td>
<td>Snack</td>
<td>1st SDFC</td>
</tr>
<tr>
<td></td>
<td>15370</td>
<td>Snack</td>
<td>2nd SDFC</td>
</tr>
<tr>
<td></td>
<td>11339</td>
<td>Snack</td>
<td>ASU Chandler Inn</td>
</tr>
<tr>
<td></td>
<td>13502</td>
<td>Snack</td>
<td>ACLS 6th Fl</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Campus</th>
<th>Machine</th>
<th>Machine Type</th>
<th>Machine Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU - Polytech East</td>
<td>11337</td>
<td>Snack</td>
<td>Agribusiness</td>
</tr>
<tr>
<td></td>
<td>11341</td>
<td>Snack</td>
<td>SIM 1st Floor</td>
</tr>
<tr>
<td></td>
<td>11347</td>
<td>Snack</td>
<td>Santan Outside N Breezeway</td>
</tr>
<tr>
<td></td>
<td>11348</td>
<td>Snack</td>
<td>Student Union</td>
</tr>
<tr>
<td></td>
<td>11353</td>
<td>Snack</td>
<td>Academic Basement Library</td>
</tr>
<tr>
<td></td>
<td>11354</td>
<td>Snack</td>
<td>Tech Center Room 185</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Campus</th>
<th>Machine</th>
<th>Machine Type</th>
<th>Machine Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU - West Campus</td>
<td>11329</td>
<td>Snack</td>
<td>UCB</td>
</tr>
<tr>
<td></td>
<td>11330</td>
<td>Snack</td>
<td>Las Casas Residence Hall</td>
</tr>
<tr>
<td></td>
<td>11336</td>
<td>Snack</td>
<td>FAB Annex</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Campus</th>
<th>Machine</th>
<th>Machine Type</th>
<th>Machine Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU - School of Life Science</td>
<td>12585</td>
<td>Snack</td>
<td>Break room</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Campus</th>
<th>Machine</th>
<th>Machine Type</th>
<th>Machine Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU - Thunderbird School</td>
<td>12582</td>
<td>Snack</td>
<td>IBIC</td>
</tr>
</tbody>
</table>
ATTACHMENT B

SECTION 00050 - ARIZONA BOARD OF REGENTS PERFORMANCE BOND
PURSUANT TO BOARD OF REGENTS POLICY 3-804E

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _________________ (hereinafter called the Principal), as Principal, and _________________ a corporation organized and existing under the laws of the State of __________________, with its principal office in the City of _________________ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Arizona Board of Regents, (hereinafter called the Obligee), in the amount of dollars ($______________), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ___ day of ______________, 20__, to construct and complete a certain work described as _________________ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect and Surety shall be obligated to perform if Principal fails to perform.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Board of Regents Policy Section 3-804E, and all liabilities on this bond shall be determined in accordance with the provisions of the section, to the same extent as if copied at length herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of his judgment such reasonable attorneys’ fees as may be fixed by a judge of the Court.

Witness our hands this __________ day of ____________________________, 20__.

PRINCIPAL SEAL

By: ____________________________

SURETY SEAL

BY: ____________________________

Bond Number

Agent Name & Telephone

Bonding Company & Telephone

Agent Address

Bonding Company Address