



3/7/18

**REQUEST FOR PROPOSAL**

**OFFICE SUPPLIES**

**RFP 331802**

**DUE: 3:00 P.M., MST, 04/13/18**

Deadline for Inquiries

3:00 P.M., MST, 03/19/18

Time and Date Set for Closing

3:00 P.M., MST, 04/13/18

**TABLE OF CONTENTS**

<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>SECTION I – REQUEST FOR PROPOSAL .....</b>	<b>3</b>
<b>SECTION II – PURPOSE OF THE RFP.....</b>	<b>4</b>
<b>SECTION III – PRE-PROPOSAL CONFERENCE.....</b>	<b>6</b>
<b>SECTION IV – INSTRUCTIONS TO PROPOSERS.....</b>	<b>7</b>
<b>SECTION V – SPECIFICATIONS/SCOPE OF WORK .....</b>	<b>14</b>
<b>SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS .....</b>	<b>21</b>
<b>SECTION VII – PROPOSER QUALIFICATIONS .....</b>	<b>22</b>
<b>SECTION VIII – EVALUATION CRITERIA.....</b>	<b>24</b>
<b>SECTION IX – PRICING SCHEDULE .....</b>	<b>25</b>
<b>SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS .....</b>	<b>26</b>
<b>SECTION XI – PROPOSER INQUIRY FORM .....</b>	<b>28</b>
<b>SECTION XII – AGREEMENT - TERMS &amp; CONDITIONS .....</b>	<b>29</b>
<b>SECTION XIII – MANDATORY CERTIFICATIONS.....</b>	<b>43</b>

## SECTION I – REQUEST FOR PROPOSAL

### RFP 331802

Arizona State University is requesting sealed proposals from qualified firms or individuals for **Office Supplies**.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 P.M., MST, 04/13/18** 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

*Tamara John*

Tamara John  
Supply Chain Management Buyer

## SECTION II – PURPOSE OF THE RFP

### 1. INTENT

It is the intent of Arizona State University to purchase office supplies for University departments on an as needed basis. Our goal is to procure quality products, maintain a high level of customer service and deliver to our customers the best value using the most efficient methods available.

This Request for Proposal is intended to establish a term contract with a qualified vendor for a complete line of office supply products to include but not limited to, office supply products, classroom supply products, technology accessories, breakroom supplies, toner cartridges, and ink jet cartridges.

The University desires to contract with one or more suppliers who will provide Web-based electronic catalogs in a punch-out format for inclusion in ASU's e-procurement portal (currently JAGGAER). This system should allow Web-based point and click ordering, status update, pricing, data reports.

### 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 91,000 students in metropolitan Phoenix, Arizona, the nation's fifth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe.

The University, through its Materials Management department, contracts for the delivery of office supplies to central receiving location(s) for subsequent redelivery to the University community at all campuses. Based on past sales history, we estimate our annual requirement of supplies to value \$2,400,000. This is only an estimate and does not constitute a commitment on the part of the University to purchase the stated amounts. The University is not bound to purchase minimum or maximum quantities during the contract period.

Arizona State University locations to be supported within this contract include, but are not limited to:

- Tempe Campus
- West Campus

- Polytechnic Campus
- Downtown Phoenix Campus
- Thunderbird
- SkySong
- Mayo Partnership
- Lake Havasu
- And other off campus locations

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

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

**Standard Term:** The initial contract term will be for one (1) year from approximately July 1, 2018 to June 30, 2019 with the possibility of four (4) successive one (1) year renewals, for a total term not to exceed five (5) years.

**Pricing must be submitted for the initial one (1) year contract term and for the successive one (1) year renewals not to exceed five (5) years.**

The University may consider alternative term structures if it is deemed advantageous to do so. If alternative term structures are proposed, they should be specified in the Pricing Schedule. Note: An alternative cannot be submitted in lieu of the standard term, as stated above.

### **SECTION III – PRE-PROPOSAL CONFERENCE**

No pre-proposal conference will be held.

## SECTION IV – INSTRUCTIONS TO PROPOSERS

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

Name of Proposer

Title of Proposal

RFP Number

Date and Time Proposal is Due

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

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

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

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

8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.
9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.
10. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. **A description of the proposers expected efforts to solicit SB & SDB participation should be enclosed with your proposal.**
11. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of **one hundred twenty (120) days** after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
13. **EXCEPTIONS:** Proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents. The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions are intended to be incorporated into the contract between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.**
14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
15. Days:                      Calendar days  
 May:                              Indicates something that is not mandatory but permissible/ desirable.  
 Shall, Must, Will:        Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.



Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

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

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

Tel: 480-727-3752  
E-mail: [tamara.john.1@asu.edu](mailto:tamara.john.1@asu.edu)

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

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

23. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
24. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.
25. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.
26. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at <http://www.epeat.net> on the Web.
27. To the extent applicable to any contract resulting from this Request for Proposal, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall

immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. **Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer's breach of its obligations under this paragraph.**

28. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder or offeror. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten (10) days after the earlier of a) the issuance of a Notice of Intent to Award or b) Award of a Contract in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

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

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

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

## **The ASU Magazine**

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for the University's 450,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with the University, the largest university in the United States, your company can stand above the competition.

ASU alumni represent a responsive target market for your product or service.

- Alumni live worldwide.
- 230,000 of alumni reside in Arizona.
- More than 200,000 alumni live in Maricopa County.
- 38,000 of alumni reside in California.
- 55% of ASU alumni are under the age of 55.
- 85% own their own place of residence.
- 60% earn more than \$50,000 annually.
- 40% fall in the top two highest wealth rating categories.
- 14% hold multiple and /or advanced degrees.

Specific partnership opportunities exist in a variety of areas.

- Advertise in the ASU Magazine, mailed to more than 400,000 homes around the world three times per year.
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences. Events include: Founder's Day, Homecoming, Legends Luncheon, Sun Devil 100, football tailgates, Career Fairs and many more! Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services to Sun Devil alums all over the world.
- Advertise on the ASU Alumni Web site or on our 110 Chapter/Club websites or in monthly E newsletter which is sent out to more than 240,000 people monthly. Cost is \$1000 per month per each advertising venue.
- Learn more by Contacting John Davis at 480-965-5051 or [jadavis@asu.edu](mailto:jadavis@asu.edu) today to start doing business with Sun Devil nation!

## **Sun Devil Sports Marketing**

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics. Sponsorship opportunities include, but are not limited to, on-premise signage, radio, print, digital, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Ben Burke at 480-727-9390.

## **Arizona PBS Delivers...**

Arizona PBS, delivers award-winning, educational, cultural and current events programming to approximately 1.5 million viewers each week. Become an AZPBS sponsor.

- **AZPBS delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. AZPBS / KAET reaches 85 percent of the people of Arizona.
- **AZPBS delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **AZPBS delivers – marketing benefits:**
  - Build brand awareness by linking your business with high-quality programs
  - Generate community goodwill through support of public television
  - Promote your offerings to a broad audience at an affordable price
  - Market your brand in an environment free of commercial clutter
- **AZPBS delivers – multiple media platforms:**
  - 3 TV Channels – Eight HD, Eight Life & Eight World
  - Web views – [www.azpbs.org](http://www.azpbs.org) (150,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses ... and more.

Contact: Chad Bowen at AZPBS corporate support at 602-496-8669 or [Chad.Bowen@asu.edu](mailto:Chad.Bowen@asu.edu)  
Kelly McCullough, General Manager at 602-496-2422 or [Kelly.McCullough@asu.edu](mailto:Kelly.McCullough@asu.edu)

## SECTION V – SPECIFICATIONS/SCOPE OF WORK

Arizona State University is requesting sealed proposals from qualified firms or individuals for general office supplies and products.

### 1. E-Commerce Portal/Ordering

- a. Supplier will maintain throughout the term of the Agreement, a web punch-out site designed specifically for use in ASU's e-commerce portal (JAGGAER platform) and will allow end-users to access:
  1. the most current core list and non-core catalog items,
  2. product descriptions and specifications, and
  3. order submission tools which are common to industry standard punch-out sites.
- b. Supplier will customize its website to meet the local requirements of ASU; provided, however, this will be limited to customizations that can be accomplished using available features, without any further required programming, such as including ASU's logo on the website.
- c. The website will provide an intuitive process to identify, configure, and easily compose an order for submission. The website will be secure and will allow access only by individuals designated by ASU. Supplier will obtain ASU's express, written permission before using any logo or other intellectual property of ASU's system on the website or any other materials.
- d. The punch-out site, at a minimum, must:
  - Allow catalog searches based on key word, brand name, description, etc.
  - Provide a user friendly shopping experience
  - Provide product images, manufacturer's part numbers, product descriptions and detailed specifications
  - Provide list price, discount information and contract pricing
  - Allow for product selection to shopping cart, inquiry on order status, and product availability
  - Provide list functionality, i.e., user favorites list, core items list, recycled products list
  - Allow for searches to be narrowed by various criteria, but must include: minority owned business, eco conscious and recycled products
  - Provide ink and toner finder functionality
  - Provide tracking/status information after an order is submitted
  - Maintain user purchase and delivery history and contain an up-to-date listing of office supplies that have been ordered including quantity and pricing
  - Provide user friendly product return functionality
- e. Supplier will accept purchasing card ("P-card") orders at no additional costs, fees or handling charges and will provide level III or higher data reporting.
- f. Supplier will not substitute any products. Supplier may recommend alternative items within the punch-out site prior to order being placed.

- g. The supplier's punch-out system must be secure, reliable, easy to use, cross platform and run at current standard speeds, which must be updated as technology becomes more advanced.
- h. Downtimes for maintenance and upgrades will be limited to evenings and weekends. Supplier must provide ASU with 24 hour notice of any system outage.
- i. The supplier will have the ability to require a \$25 minimum per order which will encourage consolidation of orders and aid in ASU's sustainability effort.
- j. The supplier shall maintain or have available for its own use an inventory sufficient to make delivery within the time specified on the contract. Upon mutual written agreement between the University and the supplier during the term of the contract, a stock level of specific items may be negotiated; in which case the supplier will maintain the negotiated stock level.

This contract specifically **excludes** the following categories of products:

- **Audio Visual Equipment**
- **Computers**
- **Furniture**
- **Multi-purpose copy paper by the ream or box (8.5" x 11", 20 lb. virgin and recycled content)**
- **Printers, Copiers and Multifunctional devices**
- **Remanufactured Toner**
- **Promotional Items**
- **Computer and Printing Services**

## **2. Delivery and Documentation**

Supplier's main warehousing facilities should be located and operated in the State of Arizona. Supplier must provide support demonstrating the location and operation of main warehousing facilities in the State of Arizona.

- a. Supplier will be responsible for the delivery of all products in first-class condition at the point of delivery, and in accordance with good commercial practice. All products will be extended "free shipping," with no handling or delivery charges. Any additional transportation fees will be waived, such as: hazardous materials fees, fuel surcharges, etc.
- b. Locally stocked products ordered prior to 4 pm, will be delivered the next day according to the delivery location schedule below. All other special orders will be delivered within five (5) working days unless noted at time of order. All deliveries will be made F.O.B destination, freight prepaid and included.
- c. Supplier must have ability to submit an electronic manifest to interface with ASU's SCLogic tracking system prior to delivery of all orders.
- d. Orders placed under the contract which are not delivered or complete within five (5) working days after the receipt of the order will be subject to immediate cancellation at the sole option of the University. In the event of emergency needs, the University reserves the right to cancel such orders or outstanding releases for non-delivery in time periods shorter than those specified above. Orders, which cannot be supplied in time to meet the University's requirements, may be placed with another supplier.

Failure of the supplier to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the supplier liable for the difference between the open market and the contract price where emergency procurement is necessary.

- e. The packing slip will contain the order number, stock number, quantity ordered, unit of measure (UOM), description, unit price, and extended price. Backordered items will be clearly noted on packing slip.
- f. Each individual order will be delivered in sustainable packaging and will be packaged separately. Each separate container will have a label attached to the outside of the container including a contact name, department, order number, a scannable barcode, "deliver-to" address with building and room number and container sequencing. Inside the package will contain the product and packing slip.
- g. Acceptance of the total delivery by signature based on total package count and manifest will not represent transfer of responsibility to the university for the contents of the packages. In the event of shortage, overage or damage within the package, supplier will accept the university's documentation for resolution.
- h. ASU currently has three (3) designated ASU central receiving locations for office supplies. Other receiving locations may be added as needed. All deliveries made to the central receiving locations will be palletized, shrink-wrapped and arrive at a pre-determined time each day. ASU Materials Management will make the "last mile delivery" to the individual departments on campus. ASU's current receiving locations are identified below:

ASU Tempe Campus  
1711 S. Rural Road  
Tempe, AZ 85281  
Delivery time: 7:00 am

ASU West Campus  
4701 W. Thunderbird  
Glendale, AZ 85306  
Delivery time: 8:00 am

ASU Polytechnic Campus  
7041 E Unity Ave  
Mesa, AZ 85212  
Delivery time: 8:30 am

- i. ASU will require desktop delivery at the current locations outlined below. Other delivery locations may be added as needed. Supplier will schedule and deliver to the desktop delivery locations during ASU work hours. ASU reserves the right to convert any of the locations below to the centralized delivery model.

ASU Downtown Phoenix Campus  
ASU Skysong Innovation Center  
ASU Research Park  
Mayo Clinic



Chandler Innovation Center  
ASU Colleges at Lake Havasu City  
Thunderbird School of Global Management

Maps of all locations may be found at [www.asu.edu/map/](http://www.asu.edu/map/).

### **3. Customer Service and Marketing**

Customer experience and service is our priority. The supplier will work closely with ASU Materials Management and individuals on campus to establish and maintain a high level of service. As new technology becomes available, we will enhance our levels of service and will require the supplier to upgrade their services to fit our needs.

- a. The supplier must have staffing availability Monday through Friday, 8:00 A.M. to 5:00 P.M., MST for immediate assistance.
- b. An assigned Sales Representative must also be available to assist university customers with custom orders, invoicing questions, returns, and other inquiries.
- c. Supplier's assigned sales representative will present a quarterly business review (QBR) to ASU Materials Management. This QBR will include sales data, return data, metrics and other key performance indicators as determined by ASU and the supplier. Examples of QBR reports may include but are not limited to:
  - Core List Report and Non-Core List Report: Supplier will report quarterly sales for each Core List and Non-Core List item purchased by ASU.
  - Off-Contract Product Report: Supplier will report its quarterly sales to each Institutional Participant of products, services and outside the scope of the Agreement.
  - Green Product Purchases: Supplier will report quarterly sales for each "green" Core List and Non-Core List product purchased by ASU.
  - Spend Analytics for small and diverse business purchases.
  - Spend by commodity grouping, individual users, and department.
  - Quarter over quarter and year over year sales activity comparisons.

Proposer must provide the names of the assigned sales representative and any key personnel (i.e. managers) who will be involved in this project. Proposer will notify the University of any key personnel changes and ASU reserves the right to request any personnel changes before or during the contract term. Key personnel changes must be approved by the University

- d. At the discretion and upon request of ASU Materials Management, supplier will hold at least one (1) annual product show to promote the purchase of products covered by the Agreement. The show will be no less than three (3) hours in length. Booth coverage will begin at the start of the event, extend through the lunch hour, and continue to the end of the event. All costs associated with show, including but not limited to room rental, tables/chairs/booths, audio visual, parking passes, food and beverages and signage, will be borne by the supplier.
- e. ASU contract administration will be coordinated by the Director, Assistant Director, and Business Operations Manager of Materials Management.

#### **4. Reports and Record Retention**

Upon request, the supplier must provide reports to ASU Materials Management designated representatives to include, but not be limited to the following:

- Usage reports based on unit of measure, highest dollar volume, and minority vendor; sorted by vendor, manufacture parts number, account distribution, etc.
- These reports should include information which will allow ASU to audit performance against the contract and/or to achieve the greatest cost savings.
- These records must be retained on a yearly basis for not less than five (5) years after the term of the contract.

#### **5. Return Policy**

- a. Supplier will provide a 30-day, hassle-free return policy, without handling charges, return shipping charges, or restocking fees.
- b. To ensure prompt handling, university departments must obtain a return goods authorization number from the supplier's online punch-out site, and reference this number on return documents.
- c. Products to be returned will be collected by Materials Management and brought to a central location for pick up by the supplier. The supplier will collect these returned items within five (5) business days from the central location. If the return is from a desktop delivery location indicated in section 2 above, supplier will pick-up and process the return.
- d. The supplier will provide a written receipt confirming return of product at time of pick-up. Credit will be issued to the department within three (3) days of return.

#### **6. Rebate, Billing and Payment**

- a. Supplier must have the ability to adjust advertised pricing to allow for a margin to be determined by ASU that establishes a monthly rebate of the difference between contracted pricing and end-user, or advertised, pricing. ASU, at its own discretion, will have the ability to adjust this margin by item, commodity, class, or any other category no more frequently than quarterly. This monthly rebate will be based on invoices during the previous month and is payable by the 15<sup>th</sup> of the month.
- b. Supplier must be able to conduct B2B transactions on the Jaggaer platform, Catalog and electronic invoicing, and must be able to process Automated Clearing House (ACH) Transfers for payment.
- c. Invoices will only include charges for delivered products; backorders will be invoiced separately once the product is delivered.
- d. Supplier must select one of the following payment terms as a part of the RFP response:
  1. Credit card within 5 days
  2. 2% 10 days – Net 45
  3. 1% 20 days – Net 45

4. Net 45 days

## 7. **Value Add**

- a. Please provide a summary of any other value added services or programs which may contribute to the overall value of your proposal, including but not limited to:
  - Training
  - Industry partnerships
  - Support of ASU's Charter and goals
  - Support of Sustainable development, veterans' affairs, initiatives in support of women, wellness, and our changing regional demographics.
  - Support and enhance of ASU's reputation as an innovative, foundational model for the New American University
  - Commitment to provide significant financial and non-financial support for the University and its signature programs.

## 8. **Transition Out Services**

Transition-Out Plan will describe the process for transitioning the University to another product in the future. Successful proposer shall provide a Transition-Out Plan that establishes and contains the transition responsibilities, descriptions and schedules for the required tasks. The purpose of the Transition-Out Plan is to ensure an efficient and effective transition from the successful proposer to another service provider or product with minimal disruption to operations. The University expects compliance with the following activities in order to meet this requirement:

- a. No later than 30 calendar days from date of Contract award, successful proposer must develop an initial, detailed Transition-Out Plan and submit it to the University Project Director for review and approval. The Transition-Out Plan must, at a minimum, include:
  - Goals, expectations and specific objectives of the Transition-Out Plan;
  - Description of the methodology and approach for transferring data and other information to another service provider;
  - Assumptions and dependencies associated with the Transition-Out; and
  - Timelines and milestones for specific tasks throughout the Transition-Out Period.
- b. During execution of the approved Transition-Out Plan, the Transition-Out Team (composed of University staff, successful proposer, and personnel of another service provider) shall meet regularly to review and update the Transition-Out Plan to reflect revisions to schedules, resource requirements, dependencies, and priorities; and to summarize the progress on the Transition-Out Plan to date.
- c. The Transition-Out Plan submitted by the successful proposer to the University must be reviewed and approved by University project leadership prior to implementation. Any clarifications or modifications to the Transition-Out plan required by the University

must be made by proposer no later than five (5) calendar days from the date of written request.

- d. During a transition-out period, successful proposer will be required to work cooperatively and expeditiously to transfer the existing responsibilities to the University or another service provider.

## **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. Proposer must submit a list of customer references, which should include at least three (3) current clients, local or national, comparable to the University both in size and type of facilities and operations. Please include name (and title), telephone number, address and fax number of contact person and the type of work you did/or are doing for them.
3. Proposer must submit support demonstrating the location and operation of main warehousing facilities in the State of Arizona
4. Proposer must submit sample reports as outlined in Section V Specification/Scope of Work:

### a. Quarterly Business Review (QBR) Reporting

1. Supplier's assigned sales representative will present a quarterly business review (QBR) to ASU Materials Management. This QBR will include sales data, return data, metrics and other key performance indicators as determined by ASU and the supplier. Examples of QBR reports may include but are not limited to:

- Core List Report and Non-Core List Report: Supplier will report quarterly sales for each Core List and Non-Core List item purchased by ASU.
- Off-Contract Product Report: Supplier will report its quarterly sales to each Institutional Participant of products, services and outside the scope of the Agreement.
- Green Product Purchases: Supplier will report quarterly sales for each "green" Core List and Non-Core List product purchased by ASU.
- Spend Analytics for small and diverse business purchases.
- Spend by commodity grouping, individual users, and department.  
Quarter over quarter and year over year sales activity comparisons.

### b. General Reports and Record Retention

1. Upon request, the supplier must provide reports to ASU Materials Management designated representatives to include, but not be limited to the following:

- Usage reports based on unit of measure, highest dollar volume, and minority vendor; sorted by vendor, manufacture parts number, account distribution, etc.

- These reports should include information which will allow ASU to audit performance against the contract and/or to achieve the greatest cost savings.
  - These records must be retained on a yearly basis for not less than five (5) years after the term of the contract.
- 5.** Proposer must provide the names of the assigned sales representative and any key personnel (i.e. managers) who will be involved in this project. Proposer will notify the University of any key personnel changes and ASU reserves the right to request any personnel changes before or during the contract term. Key personnel changes must be approved by the University
- 6.** Acknowledgment and acceptance of ASU Contract in Section XII. All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal.

## **SECTION VIII – EVALUATION CRITERIA**

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

- 1. Overall Quality of Response to Section V Specifications/Scope of Work, including Value Added Services (40%)**
- 2. Response to Section IX Pricing Schedule (use Attachment A provided) (30%)**
- 3. Overall Quality of Response to Section VII Proposer Qualifications (10%)**
- 4. Sustainability Efforts – Section VI and Supplier Sustainability Questionnaire. (10%)**
- 5. Acknowledgment and acceptance of ASU Contract in Section XII. All exceptions must be submitted with justification and alternate language, and MUST be submitted in with proposal (10%)**



## **SECTION IX – PRICING SCHEDULE**

Proposer shall submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal. The detailed cost proposal must be submitted electronically in the format of Attachment A: Office Supply RFP Pricing spreadsheet, along with a paper copy.

1. Core Items List (Attachment A, Office Supply Pricing tab): Manufacturer branded pricing in column one (green column), and supplier branded pricing, if applicable, in column two (blue column)
2. OEM toner and ink cartridges (Attachment A, Toner Pricing tab)
3. Percentage off all supplier catalog non-core items. Proposer must submit a copy of their catalog with the proposal, preferably on a flash drive, but a paper copy is also acceptable.

**\*\*\*Note\*\*\* Any costs must be identified in your response as the University will not pay for any hidden costs.**

**\*\*\*\*\*Alternative term/price proposals cannot be submitted in lieu of the standard term.**

## SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

### Format of Submittal

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

- **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal; and
- **One (1) “single”** continuous electronic copy (**flash drive only**), PC readable, labeled and no passwords.
- Any confidential and/or proprietary documents must be on a separate flash drive and labeled appropriately.
- Proposer must check all flash drives before submitting. Company marketing materials should not be included unless the Request for Proposal specifically requests them. All photos must be compressed to small size formats.

### Content of Submittal

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

1. Mandatory certifications, Substitute W-9, and Sustainability Questionnaire as per Section XIII.
2. Acknowledgment and acceptance of ASU Terms and Conditions. All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal.
3. Response to Section V Scope of Work
4. Response to Section VII Proposer Qualifications
5. Response to Section IX Price Schedule

**Pricing must be submitted for the initial one (1) year contract term and for the successive one (1) year renewals not to exceed five (5) years.**

The University may consider alternative term structures if it is deemed advantageous to do so. If alternative term structures are proposed, they should be specified in the Pricing Schedule. Note: An alternative cannot be submitted in lieu of the standard term, as stated above.

6. Value Adds: Include any special resources, skills or services which can be provided by the proposer in addition to the required scope.

**SECTION XI – PROPOSER INQUIRY FORM**

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: \_\_\_\_\_

PROPOSAL NUMBER: \_\_\_\_\_

INQUIRY DEADLINE: 3:00 P.M., MST, March 19, 2018

QUESTIONS ON: \_\_\_\_\_ ORIGINAL PROPOSAL or \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_

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

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

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

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

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

QUESTIONS:

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## SECTION XII – AGREEMENT - TERMS & CONDITIONS

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



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

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

ASU issued a Request for Proposal 331802 for Office Supplies. Vendor responded with its proposal. ASU and Vendor desire to enter into this Contract for the purpose of Vendor providing ASU with supplies for ASU departments on an as needed basis.

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

- 1. Engagement; Services and Deliverables.** ASU retains Vendor, as of the Effective Date, and Vendor accepts such engagement, to perform the services as and when described on Exhibit A (the Services). As part of the Services, Vendor will deliver to ASU all reports, code, documents, software, and other items and materials as and when described on Exhibit A (the Deliverables).
- 2. Compensation.** ASU will pay Vendor for the Services (which by definition include the Deliverables) as and when set forth on Exhibit B. Unless described with specificity on Exhibit B, Vendor will be solely responsible for all expenses it incurs in connection with Vendor's obligations under this Contract. ASU will make all payments to Vendor in Vendor's legal name as set forth in the opening paragraph.
- 3. Price Adjustment.** Price changes will normally only be considered at the end of one contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to Vendor. ASU will not approve price increases that will merely increase the gross profitability of the Vendor at the expense of ASU. Price change requests shall be a factor in the Contract extension review process. ASU shall determine whether the requested price increase or an alternate option is in the best interest of ASU.
- 4. Sales and Use Tax.** Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. ASU is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from ASU.
- 5. Term and Termination.** The obligations of the parties will commence on the Effective Date and, unless sooner terminated, expire twelve (12) months after the Effective Date (the Term). The total Term will not exceed 5 years. ASU may terminate this Contract with or without cause upon 10 days' prior written notice to Vendor. Upon termination, ASU will have no further obligations to Vendor other than payment for Services rendered and Deliverables delivered, in each case as of the effective date of termination. All provisions of this Contract that

anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Contract.

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

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

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

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

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

Vendor will have no obligation to maintain as confidential any ASU Confidential Information that Vendor can show: (i) was already lawfully in the possession of or known by Vendor before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of this Contract or any other agreement; (iii) is lawfully received by Vendor from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by Vendor

**11. Intellectual Property Ownership.** Neither Vendor nor any Vendor Parties will make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, any Intellectual Property specifically for or at the request of ASU in connection with this Agreement (Contract IP). However, to the extent any Contract IP is created, it will be owned by ASU and Vendor hereby irrevocably assigns, and will cause all Vendor Parties to so assign, without further consideration, to ASU all right, title, and interest to all Contract IP. Intellectual Property means any and all ASU Data, inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright, and other intellectual property rights (and goodwill) relating to the foregoing. Vendor will make full and prompt disclosure of the Contract IP to ASU.

**12. Warranties.** Vendor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform; (ii) Vendor will comply, and will be responsible for ensuring Vendor Parties comply, with all applicable federal, state and local laws in the performance of this Contract; and (iii) all Deliverables will conform to the specifications and descriptions created therefor.

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

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

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

To ASU:

\_\_\_\_\_  
\_\_\_\_\_  
PO Box \_\_\_\_\_ (department name)  
Tempe, AZ 85287-\_\_\_\_\_  
Attn: \_\_\_\_\_ (insert title not an individual name)

With a copy to:

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

To Vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

**16. Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime

contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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

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

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

**20. Records.** To the extent required by ARS § 35-214, Vendor will retain all records relating to this Contract. Vendor will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Vendor. Records may be delivered electronically.

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

**22. Weapons, Explosive Devices, and Fireworks.** ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Vendor to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Vendor (Vendor Notification Parties) of this policy is a condition and requirement of this Contract. Vendor further agrees to enforce this Contract requirement against all Vendor Notification Parties. ASU's policy may be accessed at: [www.asu.edu/aad/manuals/pdp/pdp201-05.html](http://www.asu.edu/aad/manuals/pdp/pdp201-05.html).

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

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

**25. Payment Card Industry Data Security Standard.** For e-commerce business and/or payment card transactions, Vendor will comply with the requirements and terms of the rules of all applicable payment card industry associations or organizations, as amended from time to time (PCI Security Standards), and be solely responsible for security and maintaining confidentiality of payment card transactions processed by means of electronic commerce up to the point of receipt of such transactions by a qualified financial institution.

Vendor will, at all times during the term of this Agreement, be in compliance with the then current standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware. Vendor will provide attestation of compliance to ASU annually by delivering to ASU current copies of the following: (i) Vendor's "Attestation of Compliance for



Onsite Assessments – Service Providers”; (ii) an attestation that all ASU locations are being processed and secured in the same manner as those in Vendor’s “PCI Report on Compliance”; and (iii) a copy of Vendor’s PCI Report on Compliance cover letter. Vendor will notify ASU immediately if Vendor becomes non-compliant, and of the occurrence of any security incidents (including information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

Vendor’s services must include the following:

- (a) Vendor maintains its own network operating on its own dedicated infrastructure. Vendor’s network includes a firewall that: (i) includes access control rules that separate Vendor’s PCI network from ASU; and (ii) restricts any communication between Vendor’s network devices and ASU systems.
- (b) Vendor treats the ASU network as an untrusted network and no unencrypted cardholder data traverses or otherwise is stored on ASU’s network, and ASU has no ability to decrypt cardholder data.
- (c) All devices must be SRED (secure reading and exchange of data), EMV (Europay, MasterCard and VISA) and PTS POI compliant.

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

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

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

**29. Tobacco-Free University.** ASU is tobacco free. For details, visit [www.asu.edu/tobaccofree](http://www.asu.edu/tobaccofree).

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

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

**32. No Boycott of Israel.** As required by ARS §§ 35-393 to 35-393.01, Vendor certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract

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

**34. Interpretation-Parol Evidence.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the

accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.

**35. Information Security.** All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, Vendor will (either directly or through its third party service providers) meet the requirements set forth on Exhibit C.

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

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

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

**39. Equal Opportunity Clause.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. § 60-1.4.41, C.F.R. § 60-250.4 and 41, and C.F.R. § 60-741.4 are incorporated herein by reference and shall be applicable to this Contract unless this Contract is exempted under the rules, regulations or orders of the Secretary of Labor.

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

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

**42. Assignment.** Neither party may transfer or assign this Contract or any of its rights or obligations hereunder, either directly nor indirectly, or by operation of law, without the other party's prior written consent. Any attempt to the contrary will be void.

**43. Campus Deliveries and Mall Access.** Vendor must familiarize itself with ASU parking, campus delivery options and loading zones. Not all campus buildings are directly accessible and some require Vendor to unload at lots or loading areas that may not be directly adjacent to the delivery or work location. As a result Vendor must then transport goods by using electric style golf carts, dolly or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for vendor vehicles and carts. 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. Vendor must obtain required parking permits, and must comply with loading zones, mall access, and pedestrian mall restrictions. Information is available at <http://parking.asu.edu> and <http://walk.asu.edu/>.

**44. Parking.** Vendor shall obtain all parking permits and/or decals required while performing work on University premises. Vendor should contact Parking and Transit, <http://cfo.asu.edu/pts>.

**45. Vendor to Package Goods.** Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Vendor's name and address; (b) ASU department's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Vendor shall bear cost of packaging unless specifically otherwise provided.

**46. Shipment Under Reservation Prohibited.** Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

**47. Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to ASU until ASU actually receives the goods at the point or points of delivery.

**48. Right of Inspection.** ASU shall have the right to inspect the goods at delivery before accepting them.

**49. No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of this Contract as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender.

**50. Furnish and Install.** The items in this Contract will be provided on a Vendor furnish and install basis. Vendor shall have complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to ASU. All transportation and coordination arrangements will be the responsibility of Vendor. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize risk of damage and avoid double handling.

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

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

Vendor:

By: \_\_\_\_\_

By:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Date Signed: \_\_\_\_\_

**EXHIBIT A – SERVICES AND DELIVERABLES**

## **EXHIBIT B – CONSIDERATION**

If in this Exhibit B ASU agrees to reimburse Vendor for any travel expenses, all reimbursable travel expenses must be authorized in writing by ASU in advance of the planned travel and must be consistent with ASU Financial Services Policy FIN 421-01, [www.asu.edu/aad/manuals/fin/fin421-01.html](http://www.asu.edu/aad/manuals/fin/fin421-01.html)

If in this Exhibit B, ASU agrees to reimburse Vendor for any expenses, Vendor will submit all receipts and any required backup documentation to ASU within 60 days after the applicable expenses were incurred. ASU will not be required to reimburse Vendor for any expenses, invoices, or receipts for expenses received after that time.

## EXHIBIT C – INFORMATION SECURITY

All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, Vendor will (either directly or through its third party service providers) meet the following requirements:

**(a) Access Control.** Control access to ASU's resources, including sensitive ASU Data, limiting access to legitimate business need based on an individual's job-related assignment. Vendor will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and Vendor will make such information available to ASU for review, upon ASU's request.

**(b) Incident Reporting.** Report information security incidents immediately to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

**(c) Off Shore.** Direct services under this Contract will be performed within the borders of the United States. Any services that are described in this Contract that directly serve ASU and may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for ASU will be performed within the borders of the United States. Unless stated otherwise in this Contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers and to all ASU Data.

**(d) Patch Management.** Carry out updates and patch management for all systems and devices in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon ASU's request.

**(e) Encryption.** All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.

**(f) Notifications.** Notify ASU immediately if Vendor receives any kind of subpoena for or involving ASU Data, if any third-party requests ASU Data, or if Vendor has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at [Infosec@asu.edu](mailto:Infosec@asu.edu), in addition to any other notice addresses in this Contract.

**(g) Security Reviews.** Complete SOC2 Type II or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by ASU upon ASU's request. Currently, no more than two reviews per year are required.

**(h) Scanning and Penetration Tests.** Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in this Contract at regular intervals in accordance with industry standards and best practices. Vendor must correct weaknesses within a reasonable period of time, and Vendor must provide proof of testing to ASU upon ASU's request.

**(i) ASU Rights.** ASU reserves the right (either directly or through third party service providers) to scan and/or penetration test any purchased and/or leased software regardless of where it resides.

**(j) Secure Development.** Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing new software versions. Vendor will provide internal standards and procedures to ASU for review upon ASU request.

## EXHIBIT D – INSURANCE REQUIREMENTS

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

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

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor.”
- b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

**2. Automobile Liability.** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$2,000,000

- a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor, involving vehicles owned, leased, hired, or borrowed by Vendor.”
- b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

c. Policy will contain a severability of interest provision.

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

Workers Compensation

Employers Liability

- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

- a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.
- b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**4. Technology/Network Errors and Omissions Insurance.**

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

- a. This insurance will cover Vendor’s liability for acts, errors, and omissions arising out of Vendor’s operations or Services, including loss from unauthorized access or use that results in identity theft or fraud.
- b. Coverage will include the following:
  - Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
  - Computer viruses, Trojan horses, worms, and other type of malicious or damaging code;
  - Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
  - Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
  - Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
  - Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
  - Loss or disclosure of confidential information no matter how it occurs;
  - Systems analysis;
  - Software Design;
  - Systems programming;
  - Data processing;
  - Systems integration;
  - Outsourcing including outsourcing development and design;
  - Systems design, consulting, development and modification;



- Training services relating to computer software or hardware;
- Management, repair, and maintenance of computer products, networks, and systems;
- Marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software; and
- Data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output.

- c. If the professional liability insurance required by this Contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy will precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.
- d. Policy will cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

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

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by Vendor, even if those limits of liability are in excess of those required by this Contract.
2. Vendor’s insurance coverage will be primary insurance with respect to all other available sources.
3. Coverage provided by Vendor will not be limited to the liability assumed under the indemnification provisions of this Contract.

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

**D. Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A-VII (A minus seven). The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Vendor from potential insurer insolvency.

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

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

All certificates required by this Contract must be sent directly to Director of Risk Management, Arizona State University, P.O. Box 876512, Tempe, AZ 85287-6512. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. Arizona and/or

ASU reserve the right to require complete certified copies of all insurance policies required by this Contract at any time.

- F. Subcontractors:** Vendor's certificate(s) will include all subcontractors as insureds under its policies or Vendor will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.
- G. Approval:** These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from these insurance requirements will require the approval of the Arizona Department of Administration, Risk Management Section.

**SECTION XIII – MANDATORY CERTIFICATIONS**

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

**CONFLICT OF INTEREST CERTIFICATION**

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

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

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

- ( ) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.
  
- ( ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

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

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

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

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

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

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

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

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

(Rev. 4/22/14)

## FEDERAL DEBARRED LIST CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

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

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

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

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

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

(Signature page follows)

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

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

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

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

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

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

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

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

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

**LEGAL WORKER CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

(Rev. 6/23/14)



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

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

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

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

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

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

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

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

### **Energy**

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

### **Solid Waste**

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

### **Water Waste**

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

### **Packaging**

1. What is your firm's plan to minimize packaging and/or describe your firm's packaging "Take Back" program?

2. What kind of reusable, recyclable, and/or compostable packaging materials does your firm use?
3. What does your firm do to encourage/require your suppliers to minimize packaging and/or use reusable, recyclable, or compostable packaging materials?

### **Sustainability Practices**

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

### **Community**

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

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

#### **Energy**

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

- o <http://www.ghgprotocol.org/calculation-tools>

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

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

#### **Solid Waste**

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

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

Greenbiz's comprehensive guide to reducing corporate waste:

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

## **Water Waste**

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

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

EPA information about conserving water:

- <http://water.epa.gov/polwaste/nps/chap3.cfm>

## **Packaging**

Links to get you started on sustainable packaging:

- <http://www.epa.gov/oswer/international/factsheets/200610-packaging-directives.htm>
- <http://sustainablepackaging.org/uploads/Documents/Definition%20of%20Sustainable%20Packaging.pdf>

## **Sustainability Practices**

Ideas for alternative transportation programs:

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

The EPA environmentally preferable purchasing guidelines for suppliers:

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

EPA life cycle assessment information:

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

Green Seal green products & services:

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

Ecologo cleaning and janitorial products:

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

EPA information on sustainable landscape management:

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

## **SUPPLIER SUSTAINABILITY QUESTIONNAIRE – SMALL COMPANY**

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

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

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

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

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

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

### **Energy**

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

### **Solid Waste**

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

### **Water Waste**

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

### **Packaging**

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

### **Sustainability Practices**

1. What programs does your firm have to encourage your employees to use alternative transportation while commuting to work and travelling locally?
2. What sustainability guidelines or environmental statement does your firm have to guide the firm as a whole?
3. What are your firm's sustainable purchasing guidelines?
4. What kind of position(s) or team(s) does your firm have dedicated to overseeing sustainability initiatives?
5. List the sustainability related professional associations of which your firm is a member.

6. What kind of effort does your firm make to reduce the use of environmentally harmful materials?
7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
8. Has your firm been cited for non-compliance of an environmental or safety issue in the past ten years?
9. Name any third party certifications your firm has in regards to sustainable business practices?
10. Describe any other initiatives your firm has taken to integrate sustainability practices principles into your operations.

### **Community**

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

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Greenbiz's comprehensive guide to reducing corporate waste:

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

### **Water Waste**

EPA information about conserving water:

- o <http://water.epa.gov/polwaste/nps/chap3.cfm>

### **Packaging**

Links to get you started on sustainable packaging:

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

### **Sustainability Practices**

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The EPA environmentally preferable purchasing guidelines for suppliers:

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

EPA life cycle assessment information:

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

Green Seal green products & services:

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

Ecologo cleaning and janitorial products:

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

EPA information on sustainable landscape management:

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

<b>RETURN TO ASU</b>					<b>DO NOT SEND TO IRS</b>
<b>ATTN: Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.</b>					
<b>▶ Taxpayer Identification Number (TIN)</b>				<input type="checkbox"/> Employer ID Number (EIN)	
				<input type="checkbox"/> Social Security Number (SSN)	
<b>▶ LEGAL NAME:</b> <i>(must match TIN)</i>					
<b>▶ LEGAL MAILING ADDRESS:</b>		<i>(Where tax information and general correspondence is to be sent)</i>			
<b>DBA/Branch/Location:</b>					
<b>ADDRESS LINE 1:</b>					
<b>ADDRESS LINE 2:</b>					
<b>CITY:</b>		<b>ST:</b>		<b>ZIP:</b>	
<b>▶ REMIT TO ADDRESS:</b>		<input type="checkbox"/> Same as Legal Mailing Address			
<b>DBA/Branch/Location:</b>					
<b>ADDRESS:</b>					
<b>ADDRESS LINE 2:</b>					
<b>CITY:</b>		<b>ST:</b>		<b>ZIP:</b>	
<b>▶ ENTITY TYPE (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)</b>					
<input type="checkbox"/> Individual (not a business)	<input type="checkbox"/> Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	<input type="checkbox"/> Corporation (not providing health care, medical or legal services) (EP: 5)	<input type="checkbox"/> Corporation (providing health care, medical or legal services) (EP: 5)	<input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC	
<input type="checkbox"/> The U.S. or any of its political subdivisions or instrumentalities (EP: 2 FC: B)	<input type="checkbox"/> A state, a possession of the US or any of their political subdivisions or instrumentalities (EP: 3 FC: C)	<input type="checkbox"/> Tax-exempt organizations under IRC §501 or §403 (EP: 1 FC: A)	<input type="checkbox"/> An international organization or any of its agencies or instrumentalities (EP: 4)	<input type="checkbox"/> State of Arizona employee	
Corporations: Is your or an affiliated company's stock regularly traded on one or more established security markets? <input type="checkbox"/> Yes <input type="checkbox"/> No (FC: D/E)					
<b>▶ CERTIFICATION</b>					
Under penalties of perjury, I certify that:					
<ol style="list-style-type: none"> <li>The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me).</li> <li>I am not subject to backup withholding because I am exempt from backup withholding, I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.</li> <li>I am a U.S. citizen or other U.S. person (defined below).</li> <li>The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct.</li> </ol>					
<b>Certification instructions.</b> You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.					
Signature of U.S. Individual				Date:	

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

<b>RETURN TO ASU</b>				<b>DO NOT SEND TO IRS</b>
<b>► Legal Name:</b>		<b>TIN:</b>		
Are you doing business in Arizona for purposes of sales/use tax collection and remittance? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If you select Yes, please provide your Arizona License # _____ and sales/use tax rate charged _____ % DUNS# _____				
<b>SECTION 1 - FEDERAL INFORMATION</b>				
<b>What is your business' federal_classification type?</b> See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) <a href="http://www.sba.gov/size">http://www.sba.gov/size</a>				
<b>Large Business?</b> YES <input type="checkbox"/> NO <input type="checkbox"/> <b>Small Business?</b> YES <input type="checkbox"/> NO <input type="checkbox"/>				
Please check all that apply to your business for the federal supplier type <u>or</u> check Not Applicable here: <input type="checkbox"/>				
Service-Disabled Veteran-Owned (VD) <input type="checkbox"/>	Small Disadvantaged (SD) <input type="checkbox"/>	Women-Owned (WO) <input type="checkbox"/>		
Veteran-Owned (VO) <input type="checkbox"/>	Minority Institution (MI) <input type="checkbox"/>	HUB Zone (HZ) <input type="checkbox"/>		
<b>SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION</b>				
Are you self-certified according to this State of Arizona definition? "Less than 100 full-time employees <u>OR</u> less than \$4 million in volume in the last fiscal year"		YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUB Zone small, small disadvantaged or women-owned small business concern to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.				
Print Name:				
Signature:				
Phone:			Fax:	
Email:				
<b>VENDOR:</b> List the product or service provided.				
If the buyer name is listed, please <b>return</b> to the buyer.	Buyer:	Phone:	Email:	

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