



11/09/17

REQUEST FOR PROPOSAL

Repairs and Maintenance of Parking Lots University Wide

RFP 181802

DUE: 3:00 P.M., MST, 11/28/17

Deadline for Inquiries

5:00 P.M., MST, 11/16/17

Time and Date Set for Closing

3:00 PM., MST, 11/28/17

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
SECTION I – REQUEST FOR PROPOSAL.....	3
SECTION II – PURPOSE OF THE RFP.....	4
SECTION III – PRE-PROPOSAL CONFERENCE.....	5
SECTION IV – INSTRUCTIONS TO PROPOSERS.....	6
SECTION V – SPECIFICATIONS/SCOPE OF WORK.....	13
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS.....	19
SECTION VII – PROPOSER QUALIFICATIONS ERROR! BOOKMARK NOT DEFINED.	
SECTION VIII – EVALUATION CRITERIA ERROR! BOOKMARK NOT DEFINED.	
SECTION IX – PRICING SCHEDULE.....	27
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS.....	28
SECTION XI – PROPOSER INQUIRY FORM.....	29
SECTION XII – TERMS & CONDITIONS.....	30
SECTION XIV – MANDATORY CERTIFICATIONS.....	41

SECTION I – REQUEST FOR PROPOSAL

RFP 181802

Arizona State University is requesting sealed proposals from qualified proposers for Repairs and Maintenance of Parking Lots University Wide.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 PM., MST 11/28/17** 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

Karina Adum

Karina Adum
Supply Chain Management Buyer

KA/AP

SECTION II – PURPOSE OF THE RFP

1. INTENT

Parking and Transit Services (PTS) at Arizona State University (ASU) is soliciting Proposals for the Repair and Maintenance of Parking Lots University Wide.

The intent of ASU is to contract with qualified Proposers under this solicitation. The successful Proposers will be placed on a list from which ASU PTS may solicit bids or pricing for various lot repair projects or lot maintenance as need arises. The repairs may consist of, but not limited to, seal coat, slurry, fabric overlay, patch, paint striping, and speed bump work as required for the lots at the Tempe, Polytechnic, West, Thunderbird, and Downtown Phoenix campuses.

ASU cannot commit to any definite expenditure or volume during the contract period.

2. BACKGROUND INFORMATION

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

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

3. TERM OF CONTRACT

The term of any contract issued as a result of this solicitation shall be for a period of one (1) year. By mutual written agreement signed by both parties, this contract may be renewed up to four (4) supplemental one (1) year periods, not to exceed a total term of five (5) years, unless terminated or cancelled as otherwise provided herein.

ASU will review the contract annually during the renewal process to make the necessary additions and deletions in the overall number of stalls, lots, facilities, and any other required scope of work changes.

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 / 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 XI. 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 XIII. 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. Terminology

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 60 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:

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

Tel: 480-965-5522
E-Mail: kadum@asu.edu

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

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

- 23.** The University shall not reimburse any Proposer the cost of responding to a Request for Proposal.
- 24.** In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.
- 25.** Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

26. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at <http://www.epeat.net> on the Web.
27. To the extent applicable to any contract resulting from this Request for Proposal, the Proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. **Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by Proposer's breach of its obligations under this paragraph.**
28. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective Proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or Proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder or offeror. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten (10) days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds

of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

Jamon Hill
Executive Director
Purchasing and Business Services
PO Box 875212
Tempe AZ 85287-5212
Email: Jamon.Hill@asu.edu

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

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

The ASU Alumni Advantage

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 380,000 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.
- 221,000 of alumni reside in Arizona.
- More than 199,000 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 quarterly ASU Magazine, mailed to more than 340,000 homes around the world. The rate card is available for download. <https://magazine.asu.edu/advertising>
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences. Events include: Founder's Day, Homecoming, Travel shows, 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.
- Advertise on this Web site or on our 110 Chapter/Club websites or in our electronic newsletters, sent out to more than 200,000 people monthly. Cost is \$1000 per mo per each advertising venue.
- Learn more by viewing our [media kit](#).

Contact Robin Hawkins at 480-965-4631 or robin.hawkins@asu.edu today to start doing business with the 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, TV, radio, print, internet, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Greg McElroy at 480-965-2022 or at Greg.McElroy@asu.edu.

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 (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
Chad.Bowen@asu.edu

Or Kelly McCullough, General Manager at 602-496-2422
Kelly.McCullough@asu.edu

SECTION V – SCOPE OF WORK/SPECIFICATIONS

ASU's Parking and Transit Services (hereafter PTS) department seeks licensed Contractors to provide repair and maintenance services for ASU owned parking lots. These services include: the application of seal coating, crack filling, slurry, patching striping, grading, asphalt overlay, asphalt removal, re-striping of previously prepared surfaces, and other services, as needed.

The Contractor(s) must furnish the required labor, material, equipment, parts and supplies necessary for the application of the above services in accordance with the specifications unique to each. This list of services is by no means exhaustive and includes only the more common and general repair and maintenance needs of ASU parking lots.

GENERAL SCOPE AND SPECIFICATIONS

1. Examination of Premise

It is the Contractor(s) responsibility to have surveyed and familiarized themselves with the various parking lots prior to submitting a proposal. The Proposer shall become fully acquainted with the conditions as they exist in order to fully understand the facilities, difficulties, and restrictions associated to the execution of the work.

General maps of ASU campuses and lots are at:

<https://www.asu.edu/map/interactive/>

2. Nature of Individual Work

Contractor(s) are required to bid on individual jobs based on conditions in the field. Actual field conditions will override any discrepancy on CAD drawings, unless approved by the designated ASU PTS Supervisor or Manager. This is due to the nature of the individual jobsites' conditions, size, locations, severity, and time sensitivity.

3. Initiating and Completing Work

Work shall start as soon as practical and shall be completed within the specified amount of time not to prohibit the flow of traffic when school is in session. When possible, all work will be scheduled and completed during pre-determined break periods in class scheduling, typically in the evening or during the weekends, as determined by the designated ASU PTS Supervisor or Manager.

The Contractor is responsible for notifying the designated ASU PTS Supervisor or Manager prior commencement of job the date and time they will begin the job and call for inspection of each phase of the work as it is completed. The designated ASU PTS Supervisor or Manager will inspect all

projects in steps before the Contractor continues on to the next step (i.e. all crack sealing will be inspected before any sealcoat or slurry is applied).

Any increase in prices due to the weekend or holiday must be outlined in the proposal of the specified job. Contractor is responsible for barricading the work areas and displaying proper signage throughout the duration of the work.

4. Work Quality and Standards Expected

All work shall be accomplished in accordance with the Maricopa Association of Governments Uniform Standard Specifications and Standard Details for Parking and Transit Services, except as modified in these special provisions:

<https://www.phoenix.gov/streetssite/Documents/092023.pdf>

Contractor(s) shall complete job(s) in a professional manner and conform to all-inclusive standards prescribed or approved PTS. Any reference to a specification or procedure of the American Society for Testing and Materials, Federal specifications, or other particular standards always refers to the most recent and updated version.

It is the duty of the Contractors to call the PTS Manager to report any apparent errors or omissions to individual bided jobs and request instructions or clarification before proceeding with the work. The Manager's name and phone number will be provided at the time the work is requested. The manager may, by appropriate instruction, correct errors and supply said omissions.

5. Material Quality and Standards Expected

All material shall be new and of the specified quality and equal to the accepted samples, if samples have been requested. At ASU's discretion, all supplied job materials can be tested and/or inspected either at place of origin or at the work site. If it becomes necessary to request product testing this will be done at the Contractors' expense. Contractors shall give ASU their point of contact(s) for materials upon award, in case testing or inspection at point of origin is needed. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall it preclude retesting or inspection at the site of the work.

6. Unacceptable Work

Contractors, at no additional cost to the University, shall correct unacceptable work. Unacceptable work includes, but not limited to: unsealed cracks, material wastage on the sides of the roadway, and excess quantities of material on the roadway/parking lots that adversely affect driving.

Correction of unacceptable work shall be accomplished within five (5) working days after notification from the engineer or parking and transit supervising manager of the unacceptable work. Contractors shall not progress on a new job or area until the unacceptable work is corrected to the satisfaction of the ASU engineer or parking and transit supervising manager.

7. Excess Materials

Excess or unsuitable material, broken asphalt, concrete, and broken Portland cement concrete shall be disposed of by the Contractor. Contractors shall, prior to commencement of the work, submit a letter to ASU PTS stating the location of the disposal site(s) they will be using for all excess material and certifying that they have obtained the property owner's permission for the recycle of all surplus material when possible.

8. Clean Up

Contractors shall, upon completion of the work, remove all temporary barricades, signage, debris, trash, and unused materials necessary to complete the job, and put the work site and all right-of-way in a neat and clean condition. The clean-up will be made at no additional cost to ASU.

9. Blue Staking

Contractors must be in contact with ASU PTS if blue staking is part of a particular project scope. Marking underground facilities such as electric, gas, water, telephone, cable or other underground facilities so that these networks are not damaged during excavation, trenching or digging activities is required. It is a state law that all underground facilities must be marked prior to excavation, trenching or other digging.

10. Value Added Services

Proposers shall submit any value added services they feel would provide additional benefit to ASU.

CRACK SEAL, SEAL COAT, AND SLURRY SPECIFICATIONS

1. JOBSITE

a. Opening to Traffic

Sealant material shall not be exposed to traffic until fully cured. If the sealed area must be open to traffic, blotter material shall be applied to the surface of all uncured sealant material.

b. Blotter

On two lane roads or where traffic may come in contact with the hot sealant before it cures, a blotter or specialized bond breaking material shall be used to prevent asphalt bleeding and/or pickup of sealant by

vehicular traffic. Blotter material shall be compatible with the crack sealant and any surface treatment being used.

c. Weather Conditions

The sealer shall be applied only when the existing surface is dry, when the atmospheric temperature is above 50F and rising – when the weather is not foggy or rainy. After the dust has been removed by the successful Proposer, prior to the application of the sealer, an inspection shall be made of the surface to determine its fitness to receive slurry or seal coat. An ASU PTS Supervisor or Manager designated prior to the job will make that inspection. That portion of the surface proposed for immediate treatment must be dry and altogether in a satisfactory condition. At no time shall the sealer be applied sooner than 24 hours if any moisture of any type is apparent in the existing pavement.

2. PREPARATION OF MATERIALS

Sweep and blow clean each area to prepare for asphalt resurfacing using a broom/vacuum self-propelled sweeper. All excess material shall be removed before any re-surfacing begins, i.e. rocks, dirt, litter, other miscellaneous debris.

Patch potholes and deep depressions with asphalt concrete hot mix (M.A.G.E 3/8", 5-1/2% oil content).

Clean cracks with compressed air (100 lbs. PSI). Apply hot asphalt crack sealer (with a softening point of minimum 190 °) to all cracks of 1/4" width or greater.

Pre-treat or scrape all oil spots. After completing these steps, contact the designated ASU PTS Supervisor or Manager for inspection. If all inspection is satisfactory, permission will be given to proceed to the next step.

Asphalt Emulsion

Asphalt Emulsion for Polymer Modified Acrylic CQS-LM (MAR 2001) sealcoating shall meet the requirements of Table #1 below:

TABLE #1: CQS-LM			
Polymer Modified Acrylic			
Asphalt Emulsion –			
concentrate			
<u>Test on Emulsion</u>	<u>Method</u>	<u>Min</u>	<u>Max</u>
Viscosity, Saybolt Furol at 77° F, sec	ASTM D244.22	20	100
Settlement, 24 our day % maximum			1.0
Particle Charge	ASTM D244	Positive	

Sieve, % maximum	ASTM D244.38	--	0.1
	(AASHTO T-59)		
Residue by Distillation,			
% minimum			
ASTM D244.14		60	--
	(AASHTO T-59)		

Test for Residue from Distillation

1,500 milliliters of concentrated emulsion shall be placed in a graduated cylinder and remain undisturbed for a period of 48 hours. There shall be no stratification of the Acrylic and emulsion evident at the end of this time period.

<u>Test on Emulsion</u>	<u>Method</u>	<u>Min</u>	<u>Max</u>
<i>Exposure,</i>			
<i>Weather-Ometer</i>	<i>ASTM (2,5,6)</i>	<i>450</i>	
Penetration @ 77° F,			
100g, 5 sec			
ASTM D5			
(or ASTM D244.65)			
	(AASHTO T-59)	40	60
Softening Point, (Ring & Ball),	AASHTO T36		135
-- ° F, minimum			
Ductility @ 77 ° F, cm	AASHTO T-51		40
--			
(5 cm/min)			
Solubility in trichloroethylene,	AASHTO T-49		97.5
--			
% minimum			

The Polymer Modified Acrylic Asphalt Emulsion shall be certified prior to the proposal date. Upon request, a two-quart sample shall be supplied to Parking and Transit Services. Concentrate diluted with water (2/1), spread rate 80 square feet per gallon (5 ml dry film). Film cured over night at 77 ° F. Testing done using Zenon Arc per ASTM D529 modified. The uncured Acrylic Polymer Latex Elastomer shall be composed of 100% acrylic monomers formulated without plasticizer. Spindle 2 @ 60 RPM at minimum time in hours without alligator cracking or edge creep of the film. Water shall be potable and free of any deleterious substances that may affect emulsion stability.

3. APPLICATION OF MATERIALS

The application of the sealer shall be made by an approved type pressure distributor. It shall be uniformly applied on the existing surface at a temperature above 100 ° F (120 – 160 ° F recommended). Type II slurry should use eighteen (18) pounds of aggregate per square yard and 16% emulsion. The Asphalt Emulsion expected rate of application must meet the requirements of Table #1 on Pg. 17. **Anionic slurry is not to be used.**

a. Dilution

The dilution rate is 2 parts asphalt emulsion concentrate to 1 part potable water. It is suggested that dilution be formulated at the manufacturer's plant using hot soft water and proper blending techniques.

b. Temperature

Recommended application temperature is between 120 ° F and 160 ° F. For best results it is recommended that the delivery system be equipped with heating capability and circulation to insure proper mixing and even spraying.

c. Application Rate

Apply sealer in one uniform coat with controlled rate capabilities or a spray wand. Application rate is 0.1 to 0.15 gallons per square yard of dilution material. Test sections prior to commencement of job will determine actual coverage rate.

d. Outside Temperature

The sealer should be applied when the ambient temperature is minimum 50°F and rising with no threat of rain for an 8 hour period.

e. Neatness

Hand apply sealer adjoining cracks, walls and other fixtures using spray wand, brooms, squeegee, or roller.

f. Drying Time

Drying time is normally two (2) hours before opening to traffic. Actual weather conditions will determine drying time and, in any case, avoid traffic until the surface is no longer tacky.

g. Post Application

After application of sealer, depressions in the pavement that collect residual sealer and puddles should be squeegeed off to avoid a tacky-slow curing surface.

PAINT STRIPING SPECIFICATIONS

Prior to re-striping the lots, the designated ASU PTS Supervisor or Manager will set a date, time, and authorization to continue on this job. It is the Contractor(s) responsibility to discuss with ASU personnel in charge about any changes to the ADA codes regarding striping upgrades.

Cleaning and preparing the pavement or cement surface, furnishing all materials and applying white or yellow, water-borne, fast-dry traffic paint at the locations in accordance with the details described within these specifications and striping plan.

1. JOB SITE

a. Stripe Width

All striping is to be in accordance with the existing parking space width and must be confirmed by ASU Parking and Transit Services prior to any work starting.

b. Parking Stalls

Some stalls shall remain at the existing width and some may be increased to a minimum of 9' wide. If the striping is to be changed, it will be so stipulated. Areas of changes in stall placement may require the blocking out of the previous lines. All stalls *should be a minimum of 9'0" wide o.c.* by 16' in length (where double row parking exists, bumper to bumper, spaces must be 16 - 18' in length). These details will be further redacted or adapted per job site and nature of the lot by the designated ASU parking and transit supervisor or manager.

c. Disabled Spaces

If the lot contains disabled spaces, spaces must comply with current Federal Department of Justice ADA guidelines for accessible parking spaces and ADOT/ADA.

d. Parallel Spaces

All parallel spaces will have a five (5) foot square with a large X (from corner to corner) inserted between every two spaces.

e. Safety Zones

All safety zones (row ends) will be hatched and no parking stencils are to be repainted in their original space. All planned striping must be approved by the designated ASU parking and transit supervisor or manager.

f. Numerical Patterns

Parking lots with specific numbering patterns must be followed with either the existing numbering sequence or the specific layouts as directed by ASU Parking and Transit.

g. Directional Arrows

Placement of directional arrows and all parking stalls with specific markings (such as Reserved, HOV Parking, etc.) should be first discussed with Parking and Transit.

h. Striping in Parking Structures

Parking and Transit Services uses double White striping inside some structures except as directed by the designated ASU parking and transit supervisor or manager.

i. Glass Beads

Glass beads may be required as part of bid estimates at the discretion of the designated ASU parking and transit supervisor or manager.

2. PREPARATION

The surface of the job site will be cleaned by the contractor, dry and free of all dirt, grit, grease or oil. Application must **not** be made if the atmospheric temperature is below 50 ° F, or if the weather is foggy, relative humidity exceeds 85% or rainy. Cool, damp weather or exceeding the recommended wet film thickness will prolong dry time. Application must not be made if excessive heat would compromise the quality.

The pavement marking paint shall be a ready-mixed, one component, water-borne traffic line paint, of the correct color, to be applied to either asphaltic or Portland cement concrete surface. It is the Proposer's responsibility to ensure the paint is a pigmented water-borne paint containing all the necessary co-solvents, dispersant, wetting agents, preservatives and all other additives, so that the paint shall retain its viscosity, stability and all of the properties as specified herein. Approximately 12 gallons per mile of conventional 4" stripe or 320 linear feet of conventional 4" stripe per gallon. (Calculated theoretical, no loss).

Paint shall be free from foreign materials, such as dirt, sand, fibers from bags, or other material capable of clogging screens, valves, pumps, and other equipment used in a paint striping apparatus.

The paint pigment shall be well ground and properly dispersed in the vehicle. The pigment shall not cake or thicken in the container, and shall not become granular or curdled.

Any settlement of pigment in the paint shall result in a thoroughly wetted, soft mass permitting the complete and easy vertical penetration of a paddle.

Settled pigment shall be easily re-mixed with minimum resistance to the manual motion of a paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.

If the paint cannot be easily re-mixed due to excessive pigment settlement as described above, or due to any other cause, the paint shall be considered unfit for use. The paint shall retain all specified properties under normal storage conditions for eight (8) months after acceptance and delivery.

It will also be the striping company's responsibility to apply a pigmented water-borne paint containing all the necessary co-solvents, dispersant, wetting agents, preservatives and all other additives, so that the paint shall retain its viscosity, stability and all of the properties as specified herein.

Use of halogenated solvents is not permitted.

Unless requested, no glass beads will be allowed in the pavement marking paint. If required, glass beads will be applied after the paint has been applied.

The Proposer shall formulate the pavement marking paint in a consistent manner and notify Parking and Transit Services of any change of formulation upon purchase. It will be the Proposer's responsibility to formulate paint, which will meet the quantitative and qualitative requirements of this specification. Any change in the paint formulation must be approved by Parking and Transit Services.

a. Quantitative Requirements of Mixed Paints

	White	Yellow
Pigment, % by wt.	46.0 - 48.0	46.0 - 48.0
	Fade Resistant	Fade Resistant
Non-volatile Content:		
Percent by weight, ASTM D2369,		
Allowable variation from		
Qualifying sample	55% \pm 3.0%	55% \pm 3.0%
Viscosity:		
Kreb Units at 70 ° F. \pm		
1 degree F., ASTM D562	70 - 90KU	70 - 90KU
Weight per Gallon:	13.1 lbs. \pm .1 lbs	13.1 lbs. \pm .1lbs.

	White	Yellow
Vehicle Infrared Spectra,		
ASTM D2621 allowable variation		
from qualifying sample	none	none
Vehicle Type:	Acrylic	Waterborne
Type of Cure:	Coalescence	
Solids: (Volume)	54% \pm 2%	54% \pm 2%
(Weight per gallon, lbs.)	71% \pm 2%	71% \pm 2%
Bead Adhesion ASTM D969	300 liters	300 liters
Abrasion Resistance (falling sand)		
ASTM D969	150 liters	150 liters
Bleed Resistance ASTM 969, D868	8 minimum	
Bleed Ratio	0.95 min.	0.97 min.
Fineness of Dispersion:		
HEGMAN, minimum, ASTM D1210	3.0	3.0
Volatile Organic Compounds:		
Lbs. per gallon of paint,		
maximum, ASTM D3960		
excluding water	ca 150 gms/ltr, 1.25 lbs./gal	same
Dry time to No Pick Up:		
minutes, maximum		
ASTM D711 @ 50% RH	60 - 75	60 - 75
Flash Point ASTM D3278	120 °	
Hiding	0.92	0.95
Scrub Resistance ASTM D2486	400 cycles	

b. Qualitative Requirements

(1) Color of Yellow Paint:		
The color of the yellow paint shall match Federal Standard 595, Color No. 33538.		
Yellowness Index = <u>Amber - Blue</u> x 100 Green		+/-6 CIELAB
Yellowness Index for the white paint shall be a maximum of 10.		
Density (lbs/gal)	12.4 - 12.8	12.4 - 12.8

3. APPLICATION

Application must conform to MAG, ADOT and Federal Standards
Revised September 2005

Re-stripe the lots with single line 4" wide striping using white acrylic traffic paint (airfield and runway) to meet ADOT specifications TTP-1952B-Type 2 *or (as an alternate bid) white chlorinated rubber traffic paint (to ADOT specification of August 1985).*

Arizona State University, Parking and Transit Services has adopted the following provisions to conform with Arizona Department of Transportation, Maricopa County documentation as designated by U.S. Bureau of Public Roads colors and meet Federal Transportation Test-P-1952B Type 1.

Documents on file at Arizona Department of Transportation as follows:

Standards Association HH: jj:pm:71DOCCST4
Special Provisions 12/23/92 7822 MA PHX SS25801C MA-782-2(2)
7822 MA PHX SS25701C MA-782-2(1)
(PPMMA708, 4055/U, 07/15/91)

The practical application of this product will be applied to uncured cationic quick set (CQS) asphalt surface; emulsified seal coat application, or Portland cement. This paint may also serve as a binder for glass beads to make reflective markings if the particular specifications by the designated ASU PTS Supervisor or Manager.

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 Contractor 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 and must be in good standing in the community. ASU, at its discretion, can determine this through past experience, BBB ratings, Yelp reviews, and any other appropriate method of determining the proposer's reputation.
2. The Proposer shall present minimum 3 customer references similar to the size and scope of future potential projects at ASU per this RFP. Links on home websites are acceptable (in order to minimize use of paper).
3. The Proposer must provide a sample SOW for a recent project that includes proposed timelines and typical start/finish dates for each phase of the project.
 - The SOW should include an introduction to the project, implementation details, a list or table of the general components to be provided, installed, and/or configured by each party per phase/location of said project
 - FTE requirements by the Proposer should be identified
 - Include project roles/responsibilities, and pricing details
 - A Gantt chart may be submitted as part of the sample SOW. This should be considered the minimum requirements in detailing the SOW in the Proposer's response. The Proposer's SOW may be modified in such a way that is standard to your industry.
4. Provide copies of business licenses, professional certifications or other credentials, together with evidence that Proposer, if a corporation, is in good standing and qualified to conduct business in Arizona.
5. The Proposer must provide a list of subcontractors that may be utilized for this RFP if the use of subcontractors is part of their proposal.
6. Acknowledge and acceptance of ASU's Independent Contractor Agreement. Note: all exceptions with justification and alternative language **MUST** be submitted with the proposal.
7. The Proposer must submit a sample Material Data Sheet that will serve as proof of adhering to product specifications required by ASU which are listed in the SOW.

SECTION VIII – PRICING SCHEDULE

PTS is seeking qualified Contractors that can provide service(s) related to repair and maintenance of parking lots. All costs should be identified and itemized.

Unit Price and/or Fixed Labor Rates

Unit prices and fixed labor rates can be submitted per list of services. The Contractors hourly rate pricing shall be a composite which factors the least difficult, average and most difficult work conditions into a single hourly rate price. Please be concise as possible by including all additional charges that may for part of providing the service.

NOTE: Pricing must be limited to a maximum of five (5) pages.

Example of pricing schedule provided:

LOT CRACKSEAL, SLURRY, and PATCH

Parking Lots

Price per linear foot of crack seal \$ _____

Price per square foot of slurry, seal coat and overlay per published specifications \$ _____

Price per linear foot of paint striping \$ _____

Proposer: _____
(Name of firm)

AZ Contractor’s License Number: _____

SECTION IX – EVALUATION CRITERIA

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

1. Response to Section VI Qualifications (40%)
2. Response to Section V Specifications/Scope of Work (30%)
3. Response to Section IX Pricing Schedule (20%)
4. Response to Section VI Sustainability Efforts and Sustainability Questionnaire (10%)
5. Acknowledgement and acceptance of all ASU Terms and Conditions (Yes/No). All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal

SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

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

- **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal; and
- **One (1) “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 and Substitute W-9 as per Section XIII
2. Section V Specifications/Scope of Work
3. Section VI Qualifications
4. Section IX Pricing Schedule
5. Sustainability Efforts – Section VI and Supplier Sustainability Questionnaire
6. Acknowledgement and acceptance of all ASU Terms and Conditions. All exceptions must be submitted with justification and alternate language, and **MUST** be submitted with the proposal.

SECTION XII – TERMS & CONDITIONS



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 _____, 2017 (the Effective Date).

ASU issued a Request for Proposal 181802 for Repairs and Maintenance of Parking Lots University Wide. Vendor responded with its proposal. ASU and Vendor desire to enter into this Contract for the purpose of Vendor providing ASU with various lot repair projects or lot maintenance as need arises.

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

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

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

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

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

5. Term and Termination. The obligations of the parties will commence on the Effective Date and, unless sooner terminated, expire twelve (12) months after the Effective Date (the Term). The Term may be renewed for additional periods upon written mutual agreement of both parties. The total Term will not exceed 5 years. ASU may terminate this Contract with or without cause upon 10 days' prior written notice to Vendor. Upon termination, ASU will have no further obligations to Vendor other than payment for Services rendered and Deliverables delivered, in each case as of the effective date of termination. All provisions of this Contract that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Contract.

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

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

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

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

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

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

11. Intellectual Property Ownership Rights. Neither Entity nor any Entity Parties will make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, any Intellectual

Property for or at the request of ASU in connection with this Contract (Contract IP). However, to the extent any Contract IP is created, it will be owned by ASU and Entity hereby irrevocably assigns, and will cause all Entity 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. Entity 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; and (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.

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

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

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

To ASU:

(department name)

PO Box _____

Tempe, AZ 85287-_____

Attn: _____ (insert title not an individual name)

With a copy to:

ASU Purchasing and Business Services

PO Box 875212

Tempe, AZ 85287-5212

Attn: Chief Procurement Officer

To Vendor:

Attn: _____

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Advertising, Publicity, Names and Marks. Vendor will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), for any reason including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Contract; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private

communication. Any permitted use of any ASU Marks must comply with ASU's requirements, including using the ® indication of a registered trademark where applicable.

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

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

27. Title IX Obligation. Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. ASU's Title IX Guidance is available at www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf. 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.

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. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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/>.

43. 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>.

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
INITIAL STATEMENT OF WORK**

ASU Department Name and Contact:

Project Name:

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

SERVICES:

Vendor is authorized to provide the following Services:

DELIVERABLES

TIMELINES

FEES:

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

Vendor:

By: _____

By: _____

Name: _____

Name: _____

Title: _____ Title: _____

Date Signed: _____

Date Signed: _____

EXHIBIT B – INSURANCE REQUIREMENTS

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

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

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

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

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$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.”
- 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. Professional Liability (Errors and Omissions Liability).

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

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

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

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

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

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A-VII (A minus seven).

The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Vendor from potential insurer insolvency.

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

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

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

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

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

Arizona Board of Regents for and
on behalf of Arizona State University
By: _____
Name: _____
Title: _____
Date Signed: _____

Vendor:

By: _____
Name: _____
Title: _____
Date Signed: _____

SECTION XIV – 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 1§ 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)

ALL SERVICE PROVIDERS ARE REQUIRED TO READ AND SIGN THIS ASU SERVICE PROVIDER ACKNOWLEDGEMENT PRIOR TO PERFORMING WORK ON ASU PROPERTY. FAILURE ON THE PART OF THE SERVICE PROVIDER TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN TERMINATION OF THE CONTRACT WITH ASU.

SERVICE PROVIDER ACKNOWLEDGEMENT

Arizona State University is committed to protecting the health and welfare of students, faculty, staff, visitors, and to the environment. Accordingly, it is important that all members of the ASU community recognize and share this commitment and comply with the environmental, health and safety policies, rules, procedures and regulations governing ASU campus activities.

ASU is also looking to the community, including service providers, for cooperative and responsible leadership that will help the University implement a safer environment through safer practices and more sustainable solutions.

Towards this end, it is ASU's expectation that all service providers have the responsibility for environmental, health, and safety issues created or otherwise arising from or related to their work under their contract with ASU.

The service provider shall ensure that its employees are properly identified (e.g. officially issued picture ID and/or badge) and have been instructed about the boundaries of their work areas. Service providers will comply with all applicable local, state, and federal rules and regulations, including those related to the Occupational Safety and Health Act of 1970.

For all service providers, ASU is providing a few general guidelines in this document concerning conducting work on ASU Job Sites.

SERVICE PROVIDER DEFINITION

Refers to any individual, company, or corporation who is hired by ASU or an ASU employee to provide construction, repair or maintenance related services on ASU property or facilities.

GENERAL SITE INFORMATION

Failure on the part of the service provider to comply with the following requirements may result in termination of the contract with ASU. Prior to working in areas where site-related hazards might be present, all service providers shall consult with the Project Manager for more information

- Permission must be obtained from the Project Manager whenever it is necessary for personnel to go to the roof of any building.
- Lunch and break areas are to be coordinated through the Project Manager.
- Pedestrians should use walkways where provided. Shortcuts shall not be taken through operating areas.
- Explosives of any type are prohibited on the site with the **exception of Powder Actuated Tools.**

- Barricading of ASU streets (contacting ASU Police at 480-965-3456 is required prior to any barricades being set).

PARKING -- Park in specified areas only

The proper parking permit must be secured from ASU Parking and Transit Systems (PTS) and displayed appropriately in vehicles. Contact the Project Manager and/or at PTS at 480-965-9297. Do not block entrance ramps, trash docks, and truck doors, etc.

DISCLOSURE OF ASBESTOS, LEAD AND/OR OTHER HAZARDOUS MATERIALS

Arizona State University is informing all service providers of the potential presence of asbestos, lead and or other hazardous materials at ASU. Depending on the location(s) of your work, there may be one or more of these materials present. It is your responsibility to discuss the full scope of your work with the CPMG Project Manager or designee so that you have the appropriate information related to asbestos, lead and/or other potentially hazardous materials. If the scope of your work changes, contact your CPMG Project Manager or designee before proceeding to determine if the change in scope may involve the potential disturbance of asbestos, lead and/or other hazardous materials.

Should there be changes to your scope of work affecting areas outside of your original contract area, or, if unforeseen or unidentified suspect materials be uncovered or discovered during your work, you are required to stop all work which would impact those materials until they can be evaluated and tested by ASU. Immediately upon discovery of any unidentified or unforeseen building material, you must notify the CPMG Project Manager to arrange for ASU to evaluate and test the materials.

Prior to your work taking place, inspections for asbestos, lead and other potentially hazardous materials must be (or have been) conducted by ASU, and identified materials (containing asbestos, lead or other hazardous materials) that would be disturbed by your current scope of work will be (or have been) removed or isolated in such a manner as to prevent potential exposure. Please contact ASU CPMG Asbestos Program Manager at 480-965-7739 to determine if, based on your current scope of work, there any remaining materials which are or may be present in adjacent location(s), but should not be disturbed.

Your signature on this document acknowledges you received this disclosure and that you had the opportunity to review your scope of work with the CPMG Project Manager or designee.

The **Service Provider Job-Site Safety Information** Orientation document is meant to serve as a guide for the contractor/vendor, any and all of its supervisors, and any and all of its subcontractors during their performance within the scope of work under their contract with ASU. Although the document sets forth certain guidelines and rules of operations on ASU sites, it is not intended to address every potential safety and health issue that may arise during the scope of the contracted work. **IT DOES NOT COVER EVERY POSSIBLE SITUATION.**

While ASU retains the right to periodically review the work of any service provider, its supervisors, or its subcontractors, ASU does not assume responsibility for any issues identified outside of contract compliance.

TEMPE CAMPUS UTILITY TUNNEL SYSTEM

Asbestos exists in the underground utility tunnel system located on the Tempe Campus of Arizona State University. It is your responsibility to discuss the scope of your work with the CPMG Project Manager or designee in order to provide you with any further information related to asbestos issues which may be encountered during any work in the tunnels.

The gravel or earthen flooring material throughout the tunnel system has become contaminated material from historical damage and repair to pipe insulation. Walking on, or other disturbance to, the flooring material may cause entrained asbestos fibers to become airborne.

In addition, asbestos is present in most thermal system insulation applied to steam, steam condensate and hot water piping. The disturbance of insulation materials is strictly prohibited.

ASU has determined that persons working in the underground utility tunnel system may be potentially exposed to airborne asbestos fibers at or above the U.S. Occupational Safety and Health Administration (OSHA) permissible exposure limit of 0.1 fibers per cubic centimeter (f/cc).

Vendors are advised that airborne fibers which exist in the tunnel areas may be below the minimum length of five microns capable of being detected by analysis using Phase Contrast Microscopy (PCM) analytical techniques. Airborne fibers within the tunnels are detectable using Transmission Electron Microscopy (TEM) methods. Each service provider is responsible for ensuring proper use of personal protective equipment including respiratory protection at all times while working in the Tempe tunnel system.

It is your responsibility to discuss the scope of work conducted within the tunnel system with your employees, or sub-contracted employees, and to provide the appropriate training, personal protective equipment and air monitoring as required by OSHA.

Accordingly, ASU expects each service provider to supplement the provisions contained in the Service Provider Job-Site Information & Guideline document with proper instructions and work practices that, based on knowledge and experience, will help decrease the likelihood of injury to service provider employees, subcontractors' employees, and to others, as well and prevent damage to property and material on ASU sites.

[Service Provider Name] _____

[Street Address] _____

[City, State Zip] _____

The above service provider certifies that they, any and all of its subcontractor's, or its supervisors, prior to commencing any work on an ASU site, have reviewed and understand the contents of the Service Provider Job-Site Information & Guidelines document located at <https://www.asu.edu/ehs/documents/service-provider-jobsite-safety-manual.pdf> and/or have

attended the Service Provider Job-Site Information & Guidelines orientation program produced by ASU Department of Environmental Health and Safety. By having their representative sign and date this document prior to commencing any work, the service provider accepts, and agrees to the provisions of these Acknowledgement Clauses.

[Name] _____

[Title] _____

Employer Representative Signature

Date

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

SUPPLIER SUSTAINABILITY QUESTIONNAIRE – LARGE COMPANY

Firm Name: _____ Date: _____

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

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

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

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

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

Energy

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

Solid Waste

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

Water Waste

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

Packaging

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

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

Sustainability Practices

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

Community

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

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

Energy

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

- <http://www.ghgprotocol.org/calculation-tools>
- Practice Green health provides basic information and tools for emissions as well:
<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:

- <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
- 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/SuccessStoriesEmpTranspPrograms.pdf>

The EPA environmentally preferable purchasing guidelines for suppliers:

- <http://www.epa.gov/epp/>
 - EPA life cycle assessment information:
<http://www.epa.gov/nrmrl/std/lca/lca.html>
 - Green Seal green products & services:
<http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=16>
 - Ecologo cleaning and janitorial products:
http://www.ecologo.org/en/certifiedgreenproducts/category.asp?category_id=21
 - EPA information on sustainable landscape management:
<http://www.epa.gov/epawaste/conserva/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.

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7. Does your firm use Green Seal/EcoLogo certified or biodegradable/eco-friendly cleaning products?
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9. Name any third party certifications your firm has in regards to sustainable business practices?
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If your firm is just beginning the sustainability journey, or is looking for tools and resources, here are some suggestions for Small companies:

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

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

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

- <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:

- <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

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

Sustainability Practices

Ideas for alternative transportation programs:

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

The EPA environmentally preferable purchasing guidelines for suppliers:

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

EPA life cycle assessment information:

- <http://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>

RETURN TO ASU					DO NOT SEND TO IRS
ATTN: Foreign individuals who are non-residents for US tax purposes only complete IRS Form W-8BEN. Foreign entities complete IRS Form W-8BEN-E.					
▶ Taxpayer Identification Number (TIN)				<input type="checkbox"/> Employer ID Number (EIN)	
				<input type="checkbox"/> Social Security Number (SSN)	
▶ LEGAL NAME: (must match TIN)					
▶ LEGAL MAILING ADDRESS:		(Where tax information and general correspondence is to be sent)			
DBA/Branch/Location:					
ADDRESS LINE 1:					
ADDRESS LINE 2:					
CITY:		ST:		ZIP:	
▶ REMIT TO ADDRESS:		<input type="checkbox"/> Same as Legal Mailing Address			
DBA/Branch/Location:					
ADDRESS:					
ADDRESS LINE 2:					
CITY:		ST:		ZIP:	
▶ ENTITY TYPE (EP: exempt payee [backup withholding] exemption code; FC: FATCA exemption code)					
<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)					
▶ CERTIFICATION					
Under penalties of perjury, I certify that:					
1. The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me).					
2. I am not subject to backup withholding because I am exempt from backup withholding, I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.					
3. I am a U.S. citizen or other U.S. person (defined below).					
4. The FATCA codes entered on this form, if any, indicating that I am exempt from FATCA reporting are correct.					
Certification instructions. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.					
Signature of U.S. Individual			Date:		

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

RETURN TO ASU		DO NOT SEND TO IRS	
▶ Legal Name:		TIN:	
Are you doing business in Arizona for purposes of sales/use tax collection and remittance? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If you select Yes, please provide your Arizona License #		and sales/use tax rate charged %	
DUNS#			
SECTION 1 - FEDERAL INFORMATION			
What is your business' federal classification type? See the definitions in the link or on the Vendor Authorization Form instructions. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) http://www.sba.gov/size			
Large Business? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Small Business? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Please check all that apply to your business for the federal supplier type <u>or</u> check Not Applicable here: <input type="checkbox"/>			
Service-Disabled Veteran-Owned (VD) <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"/>	
SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION			
Are you self-certified according to this State of Arizona definition? "Less than 100 full-time employees <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:			
VENDOR: List the product or service provided.			
If the buyer name is listed, please return to the buyer.		Buyer:	Phone: Email:

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