



August 8, 2011

REQUEST FOR PROPOSAL

**DIGITAL SIGNAGE FOR ARIZONA STATE UNIVERSITY
RFP NO. 021203**

DUE: 3:00 P.M., MST, 09/06/11

Time and Date of Pre-Proposal Conference	8:00 A.M., MST, 08/23/11
Deadline for Inquiries	3:00 P.M., MST, 08/29/11
Time and Date Set for Closing	3:00 P.M., MST, 09/06/11

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SECTION I – REQUEST FOR PROPOSAL

RFP NO. 021203

Arizona State University is requesting sealed proposals from qualified firms or individuals for DIGITAL SIGNAGE FOR ARIZONA STATE UNIVERSITY.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 on or before **3:00 P.M., MST, 09/06/11** 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. etc.) 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

Stacie Malekooti
Senior Buyer

SM/kc

TENTATIVE SCHEDULE

No.	Task	Date
1	RSVP Deadline for Pre-Proposal/Education Meeting	8/18/11
2	Educational/Pre-Proposal/Education Meeting	8/23/11
	Deadline for Inquiries	8/29/11
3	Proposals due	9/6/11
5	Short listing (if necessary)	8-25-11pm
6	Vendor Interviews	3rd & 4th week of September
7	Notification of Award	October
8	Pre- Award Kick-off Meeting (scheduled by vendor after addressing risks/concerns, milestone schedule, coordinating with all critical entities)	TBD
10	Pre-award Period (answer all technical concerns, identify what items were included and not included in scope, receive preliminary approval, put together contract which includes WRR, RMP, performance measures) Review of draft contract by owner's representatives Pre- Award Meeting	TBD
11	Contract Signing	TBD

SECTION II – PURPOSE OF THE RFP

1. INTENT

Arizona State University seeks a sole partner to provide a complete enterprise digital signage solution at little or no-cost to the university for all its campuses, extended campuses, and facilities. ASU's intends to provide power and data connections to respective display locations. Displays (normal and interactive multi-touch) of various sizes, mounting hardware, signage players, installation, and maintenance signage systems would be the responsibility of the provider and subsidized through advertising sales.

Providers that can provide the most-advantageous solution for ASU's complex digital signage requirements coupled with advertising sales for cost recovery, system growth, and revenue sharing for ASU shall be considered for this proposal.

2. BACKGROUND INFORMATION

2.1. DEPARTMENT BACKGROUND/INFO

Over its four metropolitan campuses, extended campuses, and research facilities, ASU has multiple existing and potential spaces with digital signage requirements/opportunities including building lobbies, elevators, exterior malls, stadiums, arenas, dining facilities, and other ancillary spaces. By introducing an enterprise-wide, ubiquitous, digital signage solution, ASU hopes to serve a variety of important needs with targeted and timely communications. ASU's goal is to offer better communications, improved campus safety, substantially enhance the student experience, and simultaneously provide an opportunity to generate significant revenue for the university and its signage/advertising partner.

ASU strives to set a new standard for digital signage communications in higher education with integration of its data resources such as departmental messages, room scheduling, emergency notifications, campus way finding, videos, live video streams, ASU Dashboards, ASU social media, and Campus Metabolism (green compliance/sustainability) in cooperation with an advertising partner. The effective combination of these resources shall provide a means to inform and engage students, parents, faculty, staff, alumni, and guests in more consistent manner and enhance the campus experience.

All signage content must meet ASU's design guidelines is subject to review by ASU in accordance with its contractual agreements. ASU recognizes that the effectiveness of all digital signage locations for advertising is variable and will negotiate appropriately to subsidize other signage areas where advertising may not be effective and/or appropriate. Interactive, and non-interactive display types, multi-display arrays, projectors, and display size are also envisioned to be negotiable within the advertising sale subsidies. ASU reserves the right to approve any provider-proposed locations in accordance with campus design guidelines, and respective construction codes.

2.2. ARIZONA STATE UNIVERSITY

Arizona State University (University/ASU) is one of the premier metropolitan public research universities in the nation. ASU is research-driven but focused on learning - teaching is carried out in a context that encourages the creation of new knowledge. ASU maintains a tradition of academic excellence in core disciplines and has become an important global center for innovative interdisciplinary teaching and research.

ASU is one university in many places. In addition to the historic Tempe campus, a college town in the midst of a dynamic metropolitan region, the university comprises three (3) newer campuses: ASU at the West campus in northwest Phoenix adjacent to Glendale, ASU at the Polytechnic campus in Mesa, and the Downtown Phoenix campus in the city's urban core.

The University seeks to provide the best possible education to the broadest possible spectrum of society, embracing the educational needs of the entire population. By the year 2020, ASU is projected to enroll 90,000 students. The University champions diversity and is international in scope, welcoming students from all 50 states and nations across the globe. The University is an active partner with the private sector in initiatives to enhance the social well-being, economic competitiveness, cultural depth, and quality of life of metropolitan Phoenix and the state.

The University seeks to advance social and economic development in Arizona. As it evolves, ASU will serve as the prototype for the New American University, redefining the existing conception of research universities. ASU is building a comprehensive metropolitan research university that is an unparalleled combination of academic excellence and commitment to our social, economic, cultural, and environmental setting.

[The New American University](#) is an institution that measures its academic quality by the education its graduates have received rather than by the academic credentials of its incoming freshman class; one whose researchers, while pursuing their scholarly interests, also consider the public good; one whose students, faculty, and staff transcend the concept of community service to accept responsibility for the economic, social, cultural, and environmental vitality of the communities they serve.

2.3. GREATER PHOENIX METROPOLITAN AREA

As America's fifth-largest city—and one of the fastest growing — Phoenix has a burgeoning urban core offering jobs, entertainment, sports and culture. Private and public entities have spent hundreds of millions of dollars to develop Arizona Center, Copper Square, America West Arena, Chase Field, the Phoenix Civic Center, Dodge Theatre and several urban parks. ASU has brought the presence of a national-caliber research university to the city's core with a vibrant campus for up to 15,000 students.

- Critical mass of technology companies in Greater Phoenix
- Significant technical workforce in Greater Phoenix

- Phoenix was named the number 1 city (and Arizona the number one state) for entrepreneurs by Entrepreneur Magazine (October 2005)
- Phoenix population has grown faster than any other major city in the U.S.
- Greater Phoenix was ranked 12th by Forbes' "Best Places for Business and Careers" index (May 2005)

3. TERM OF CONTRACT

The contract term shall be an initial three (3) years with two (2) additional one (1) year renewals upon mutual agreement.

SECTION III – PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 8:00 A.M., MST, 08/23/11 in University Service Building (USB), 1551 South Rural Road, Tempe, AZ 85281, Room CMCOM 120.

Please RSVP to Stacie.Malekooti@asu.edu by Thursday, August 18, 2011.

The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the University's intention and desires, and/or to give prospective suppliers an opportunity to review the site of the work. The Best Value process or Performance Information Procurement System will also be explained. Any doubt as to the requirements of this Request for Proposal, or any apparent omission or discrepancy should be presented to the University representative at this conference. The University representative will then determine the appropriate action. If necessary, the University representative will issue a written amendment to the Request for Proposal. Oral statements or instructions shall not constitute an amendment to this Request for Proposal.

When determining your representatives, please note that the Best Value process does not allow marketing materials. You should send representatives who have technical expertise of Section V - Program and Service Requirements. You do not have to send a representative to this pre-proposal conference. However, if you decide to not send a representative, then we may not know of your intent to participate in this solicitation, and so may not send you any written amendments to this Request for Proposal. Further, we will assume that your failure to attend the pre-proposal conference is an indication that you expect us to review your proposal as if you had taken advantage of the pre-proposal conference.

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. The University Services Building is located on the east side of Rural Road between Apache Road & Broadway Road. Our delivery address is Purchasing and Business Services, University Services Building, Arizona State University, 1551 S Rural Road, Tempe, Arizona 85281. Proposals should be in a sealed envelope marked:

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

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

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building (USB) 1551 S. Rural Road, Tempe AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). Visitors may park in the USB Lot 45, located directly behind the building, using the Pay by Space machine, which has a cost of \$1.00 per hour or any portion thereof. The meter will be located near the main entry to USB, to allow visitors to park their vehicles and easily access the machine on their way into the building.

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

3. Proposals should be submitted as a complete document set as follows:
 - A. One (1) hardcopy clearly marked 'original' in 8.5" x 11" non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal. Sections shall be index tabbed
 - B. One (1) electronic copy on CD in PDF format, PC readable, labeled, and not password protected. **One “single”** document for main submittal on disk. Note this should be one (1) continuous document, no folders.
 - C. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
 - D. Proposer must check and play all CD's before submitting. Company marketing materials are not recommended and all photos must be compressed to small size formats.

4. Proposer should use minimum 30% post-consumer waste, processed chlorine free, and Forest Stewardship Council certified 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.
5. You may withdraw your proposal at any time prior to the time and date set for closing.
6. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitation is performed under the direct supervision of the Director of Purchasing and Business Services and in complete accordance with University policies and procedures.
7. 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 an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
8. 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.
9. 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 Request for Proposal. Price, although a consideration, will not be the sole determining factor.
10. 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 Director of Purchasing and Business Services concurs, this information will not be considered public information. The Director of Purchasing and Business Services is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.
11. **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, the successful proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this Request for 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 Proposer's expected efforts to solicit SB & SDB participation should be enclosed with your Proposal.**
12. Your proposal should be submitted in the format shown in Section IX. 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.

13. **Financial Statements: Not Required**

14. 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 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

15. **EXCEPTIONS:** The successful 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 XI. These terms and conditions are intended to be incorporated into the agreement 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.**

16. 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.

17. 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.

18. 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.

19. All responses and accompanying documentation will become the property of the University at the time the proposals are opened. **It will be the proposer's responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer. If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.**

20. 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 response to this solicitation, the Board or either of the other two Universities may purchase goods and/or services from any agreement resulting from this solicitation.

21. 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 successful proposer, the Community College District and/or Maricopa County may access an Agreement 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 so state** 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 Agreement that may result from this Request for Proposal.
22. 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 successful contractor under this solicitation, a member of \$AVE may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of \$AVE, **please so state** 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 Agreement that may result from this Request for Proposal.
23. 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:

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

Tel: 480-965-8860
Fax: 480-965-2234
e-mail: stacie.malekooti@asu.edu

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section X of this Request for Proposal. All formal inquiries must be submitted at least seven (7) 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.

24. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
25. 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 solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.
26. Arizona requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are proposing. Please note that if you fail to submit this information but a competitor does, we will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.
27. 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.
28. To the extent applicable to any agreement resulting from this solicitation, 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 HIPPA, 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, the Arizona Board of Regents, Arizona State University and their regents, employees and agents against all harm or damage caused or contributed to by Proposer's breach of its obligations under this paragraph.
29. All systems containing sensitive ASU data must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed in such a way that they are in compliance or are consistent with ASU's policies and standards regarding data usage and information security. In an effort to diminish information security threats, the successful proposer will (or will require the third party host appointee to):
 - i. Complete SAS70 or substantially equivalent reviews in accordance with ASU policies, as the same may be amended from time to time, which reviews are subject to review and approval by ASU. At the present time no more than two reviews per year are required.
 - ii. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the delegated services network and systems at regular intervals in accordance with ASU's policies and standards.

Weaknesses must be corrected within a specified period of time as defined in ASU's policies and standards as amended from time to time.

- iii. Use secure development and coding standards including secure change management procedures in accordance with ASU's policies and standards as the same may be amended from time to time. Internal standards and procedures are to be provided to ASU for review and approval a minimum of one time annually.
- iv. Carry out updates and patch management in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon request.
- v. Control access to ASU's resources, including sensitive data, limiting access to legitimate business need based on an individual's job-related assignment. Access should be approved and tracked by the system owner to ensure proper usage and accountability and shall be subject to review by ASU upon request.
- vi. Report information security incidents immediately (including, but not limited to those that involve information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

30. 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 proposer 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 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 successful proposer. Second, you must submit the protest in a timely manner. 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 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:

John F. Riley, C.P.M.
Executive Director of Purchasing and Business Services

Arizona State University
PO Box 875212
Tempe AZ 85287-5212
Fax: (480) 965-2234

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.

31. Other Opportunities with Arizona State University **not** related to this solicitation.

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 ASU's 300,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with ASU, 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.
- 70 percent of alumni reside in Arizona.
- More than 160,000 alumni live in Maricopa County.
- 11 percent of alumni reside in California.
- 75% of ASU alumni are under the age of 45.
- More than 64% of ASU alums graduated since 1984.
- More than one-third hold post-graduate degrees.
- More than 70 percent of ASU alumni are actively employed.
- 30 percent of alumni earn between \$60,000 and \$90,000 annually.
- 25 percent of ASU alumni earn more than \$90,000 annually.

Specific partnership opportunities exist in a variety of areas.

- Advertise in the quarterly ASU Magazine, mailed to more than 260,000 homes around the world. ASU Magazine is the largest circulation magazine in the Southwest. Our [rate card](#) is available for download. <http://www.asu.edu/alumni/>
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences. Events include: Founder's Day in March, Senior Send off in April, Homecoming in the Fall, Travel shows, Career Fairs and many more! Costs from \$500 to \$2500.
- 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 55 Chapter/Club websites or in our electronic newsletters, sent out to more than 80,000 people monthly. Cost is \$1000 per mo per each advertising venue.

Your business partnership contact is [Rhonda McClintock](#). Contact her today to start doing business with the Sun Devil nation. (480) 965-5051.

Sun Devil Sports Marketing

Sun Devil Sports Marketing is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics, including on-premise signage, TV, radio, print, internet, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Steve Hank at 480-727-0104 or at steven.hank@asu.edu.

Arizona PBS Delivers...

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

- **Eight delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. Eight / KAET reaches 85 percent of the people of Arizona.
- **Eight delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **Eight 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
- **Eight delivers – multiple media platforms:**
 - TV – Channel 8 and DTV 8.1, 8.2 & 8.3
 - Eight Magazine – 50,000 households each month
 - Web views – www.azpbs.org (100,000 unique visitors a month)
 - E-Marketing – 40,000 email addresses ... and more.

Contact: Morrie Puzzi, Corporate Support Manager at 602-496-8550 or mpuzzi@asu.edu.

SECTION V – PROGRAM AND SERVICE EXPECTATIONS

5.1. SYSTEM OBJECTIVES

ASU is interested in an enterprise digital signage solution that meets or exceeds the following criteria:

- **Static bulletins with functional transitions**
 - PowerPoint
 - Images (JPEG, PNG, etc.)
 - Grouping of bulletins
 - Smooth transitions between bulletins
 - Playlist and random capability
- **Video support with audio**
 - Full motion playback at or near high definition quality (.wmv, .avi, .flv, etc.)
 - 29.97 FPS capable
 - Support both 16:9 and 4:3 ratios
 - Live video streams of cable, satellite broadcasts Internet Streaming video
- **Scheduling of bulletins**
 - Duration (Start and end date of bulletins)
 - Individual and Multiple player scheduling
 - Zonal scheduling (at least 3 level structure)
 - Programmable dynamic layouts (i.e. single to multi windows per screen with ability to switch layouts)
 - Programmable frequency (hourly, # minutes, days, percentage, etc.)
- **Administration**
 - Roles/Permission
 - Tiered permissions for administrative, contributors, and reviewers
 - Broadcast and Narrowcasts of content
 - Individual Control over players as well as Global (i.e. ASU control)
 - Easy integration in to ASU Directory Services (Active Directory support)
 - Enterprise level display status indicators all display indicated health and status of client hardware.
 - Enterprise reporting of impressions for ad revenue tracking.
- **Data interface functionality**
 - **Emergency Alert Override**
 - Must work with ASU mass notification system (presently E2Campus www.E2campus.com)
 - Immediate full global system override of all individual players and groups
 - **Scheduling Software/Databases**
 - InterEMS Enterprise™ Software by Event Management Solutions (<http://www.dea.com>)
 - Astra Schedule (<http://www.versionvii.com/index.html>)
 - Display meeting times and event titles
 - Automatic updates from database listings
 - **File services**
 - Signage server able to serve access content from ASU file servers
 - Conditional inclusion and formatting for metadata tagged content

- **RSS Feed Reading**-weather service, news, ASU news
- **Remote control of screens**
 - Power
 - Volume
 - Schedulable on/off power service hours
 - Remote viewing for playback confirmation
- **Disability compliance**- disclose what product offering can do and/or what must be accommodated through content design.
 - Audio with text bulletins
 - Interactive control placement
 - Large Font/Text for hearing and vision impairment
 - Subtitles/Closed Captioning for Video Presentations
 - Emergency Messaging functionality
 - Attention Sound (Chime/Alarm) and Volume Control
- **Interactive displays** -Proposer should offer standard and multi-touch, interactive options for advertising and enterprise-wide way finding purposes.
- **Multiple-display array support**
- **Computer and/or portable electronics devices- (optional)**
 - Provides details and options for opt-in services for portable devices and/or computers.
- **Hosted server solution (optional)**
 - Proposer would host and maintain content server offsite
- **Hardware/Software independence (optional)**

5.2. **OPERATIONS AND MAINTENANCE PLAN**

- Provider should propose appropriate plans for installation, operations, and maintenance including support services, system updates, repairs, and RMA exchange based on provided MTBF (Mean Time Between Failure) estimates for signage hardware, display, and server hardware.

5.3. Vendor Qualifications: The University expects that it will contract with a firm that is fully qualified to exceed all of the University's expectations. Rather than require the submission of qualifications from all proposers, the University may require the submission of qualifications from only that supplier with which the University expects to contract. The following information may be required:

- Evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.
- A description of the resources and approaches proposer would use to meet the schedule requirements including average manpower loading that would be allocated to collaborate with and provide service. Please be sure to allocate designer, dedicated project manager, and as well as installer time. ASU prefers a dedicated certified project manager, and service manager.

- A description of any strategic partnerships or significant alliances that exist between the company and others. A description of any other significant or unique factors that may set prospective contractor apart from the competition **and make proposer especially well qualified to perform work and add potential value to the relationship with ASU.**

5.4. Program and Service Expectations. The University has the following expectations. Prospective contractors are invited to state how they will meet or exceed these expectations, and how they will devise systems to monitor performance so that prospective contractors and the University will know when the prospective contractor is meeting or exceeding these expectations.

- Provide state-of-the-art, innovative solutions
 - Achieve world class customer satisfaction
 - Provide better pricing than competitors throughout the life of the contract
 - Provide world class speed of delivery
 - Facilitate University sustainability efforts
 - Facilitate the University's instruction, research, and community support missions
 - Convince University people, departments, and colleges to embrace their solutions through continuing product and service superiority over those of competitors
 - Provide world class reporting capability.
 - Provide world class accuracy in billing/revenue reports.
 - Provide world class communications and status updates to clients regarding project timeline and status of installation or service
 - Provide installation(s) that meet or exceed ASU's expectations.
-
- **Current and proposed ASU locations are listed in Exhibit "A"**

SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions we are committed to buy goods and services from manufacturers and suppliers who share our 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 products are equal in performance characteristics and the pricing is within 5%, the university will favor the more environmentally preferable product and company.

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

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

Unless otherwise specified, proposers and contractors should use recycled paper and double-sided coping 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 provide packaging/packing materials that meet at least one of, and preferably, all of the following criteria:

- Made from 100% post-consumer recycled materials;
- Be recyclable;
- Reusable;
- Non-toxic;
- Bio-degradable.

This information will be used as part of the evaluation criteria for Supplier/Proposer Sustainability efforts for the RFP process.

SECTION VII – EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first. Proposers must adhere to the Form of Proposal as outlined in Section IX; if sections do not adhere they may be considered non-compliant and will receive no score for that particular evaluation criterion. The award will be made to the most responsible vendor(s) whose proposal is determined to be the most advantageous to the University.

1. Cost
2. Interviews
3. Scope of Work
4. Risk Identification and Management Plan
5. Performance Measurement Plan
6. Value Added Options
7. Supplier Sustainability Practices
8. References

SECTION VIII – PRICING SCHEDULE

Provide estimates for revenue and cost recovery for applicable hardware, software, maintenance, and design services over the term of the contract.

Provide estimates for value added features or services uniquely available in this enterprise product offering.

SECTION IX – 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. Submittal shall be in order as listed below and index tabbed to match. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal. Note this should be one (1) continuous document, no folders.
- **One (1)** additional electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and ***less than 10 MB***. ***One “single”*** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
- Check and play all CD’s before submitting. Company marketing materials are not recommended; compress photos or other similar document types into smaller size formats as necessary.

Content of Submittal

Proposers must adhere to the requirements included in the Form of Proposal; if sections do not adhere they may be considered non-compliant and will receive no score for that particular evaluation criterion. If proposer fails to provide any of the following information, with the exception of the mandatory proposal certification, 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 per Section XII and Financial Statements per Section IV.
2. Resumes of specific personnel who will be assigned to this project and will be working directly with the end-user. Supplier representatives will be interviewed by the selection committee. Do not include resumes or information about other supplier personnel.
3. Scope of Work – Provide detailed information about how you will accomplish the Program and Service Expectations as outlined in Section V. This section may not exceed 2 pages in length, using one side of paper only and proposer must use a 10pt font or larger. In order to minimize any bias, the submitted Scope of Work must NOT contain any names that can be used to identify the proposer (such as company names, personnel names, project names, or product names). Any identifying information will be removed before sending to the committee for evaluation.
4. Risk Identification and Management Plan – For purposes of this proposal, a risk is defined as a situation out of your control that will lead to challenges and problems within the service if not addressed and corrected immediately. Risks would be anything that would impact dollars, time or customer satisfaction. ASU expects that you will be able to perform all tasks as outlined in the Technical Scope. We want you to identify risks that come from outside sources

that will impact your ability to successfully complete your service; you will also include a step-by-step response plan when/if any of these risks occur. These must be real-world risks that you as a supplier experience on the front lines. Reference Exhibit A for examples.

This section may not exceed 2 pages in length, using one side of paper only and proposer must use a 10pt font or larger. In order to minimize any bias, the submitted Risk Identification and Management Plan must NOT contain any names that can be used to identify the proposer (such as company names, personnel names, project names, or product names). Any identifying information will be removed before sending to the committee for evaluation.

5. Performance Measurement Plan – Successful proposer will be required to document and report on their performance during the course of this contract. Provide information about how that will be accomplished on a regular basis; include measurements, reports and frequency. Note: proposer may be required to modify documentation and reporting to meet the needs of the University.
6. Pricing Schedule – per Section VIII.
7. Value Added Options – Proposer to provide details about options they would provide that are over and above the Scope of Work and the value or benefit to be realized by the University as a result of contracting with proposer's company. These should be options that are unique to contracting with your company and that identify what you offer that sets your company apart from other contenders. These shall be services that are not part of the original scope of work and there may or may not be a cost associated. This section may not exceed 2 pages in length, using one side of paper only and proposer must use a 10pt font or larger. In order to minimize any bias, the submitted Value Added section must NOT contain any names that can be used to identify the proposer (such as company names, personnel names, project names, or product names). Any identifying information will be removed before sending to the committee for evaluation.
8. References – Proposer to submit a maximum of 10 references for both firm and key individual(s) identified in this section, IX, Item 2 above, using the template provided in Exhibit B. References are to be returned directly to the ASU Purchasing Buyer specified on the template.

SECTION X – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: DIGITAL SIGNAGE FOR ARIZONA STATE UNIVERSITY

PROPOSAL NUMBER: 021203

INQUIRY DEADLINE: 3:00 P.M., MST, August 29, 2010

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

SECTION NUMBER: _____

WRITER: _____

FAX NO. _____ PHONE NO. _____

COMPANY: _____

COMPANY E-MAIL ADDRESS: _____

DATE: _____

QUESTIONS:

SECTION XI – TERMS & CONDITIONS

1. **PAYMENT.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The payment terms for this Agreement are Net 30 days. An invoice shall be submitted directly to the University's Payables and Reimbursements Department, unless otherwise directed. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31st) day after the latest date of: the date of a valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that is satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct invoice was delivered to Payables and Reimbursements, and the date an order was delivered to the requesting department. The University may adjust the interest period, or deny the interest claim, based upon their documentation that there was no valid purchase order, that an incorrect invoice was submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.
2. **REMEDIES AND APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The University and Proposer shall have all remedies afforded each by said law.
3. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
4. **ANTI-KICKBACK.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.
5. **GRATUITIES.** The University may, by written notice to the Proposer, cancel this Agreement if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, 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 Agreement is canceled by University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.
6. **MODIFICATIONS.** This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

7. **ASSIGNMENT-DELEGATION.** No right or interest in this Agreement shall be assigned, or any obligation delegated, by Proposer without the written permission of the University. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. **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 Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement 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 Agreement, the definition contained in the Code is to control.
9. **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 Agreement unless this Agreement is exempted under the rules, regulations or orders of the Secretary of Labor.
10. **TERMINATION FOR DEFAULT.** In the event that the Proposer shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Proposer in writing of such failure and demand that the same be remedied within 10 days. Should the Proposer fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.
11. **NO WAIVER.** No waiver by University of any breach of the provisions of this Agreement by the Proposer shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.
12. **TERMINATION.** The University may by written notice, stating the extent and effective date terminate this order for convenience in whole or in part, at any time. University shall pay the Proposer as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Proposer as approved by the University, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.
13. **CANCELLATION OF STATE CONTRACT.** In accordance with A.R.S. §38-511, this Agreement may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the University is, at anytime while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
14. **LABOR DISPUTES.** Proposer shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance under this Agreement.

15. **CONTRACT CLAIMS AND CONTROVERSIES.** All contract claims and controversies arising under this Agreement shall be resolved pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.
16. **CANCELLATION FOR LACK OF FUNDING.** This Agreement may be canceled without any further obligation on the part of the Arizona Board of Regents and Arizona State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Proposer shall be notified in writing of such non-appropriation at the earliest opportunity.
17. **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, the Proposer hereby assigns to the Arizona Board of Regents for and on behalf of the University any and all claims for such overcharges.
18. **INSPECTION AND AUDIT.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at Arizona State University, or such other location as designated by Arizona State University, upon reasonable notice to the Proposer.
19. **INSOLVENCY.** The University shall have the right to terminate this Agreement at any time in the event Proposer files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Proposer and not discharged within thirty (30) days; or if Proposer 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 Proposer or its business.
20. **ADVERTISING.** Proposer agrees that it will not use Arizona State University or any of its names or trademarks in any Proposer advertising.
21. **INDEMNIFICATION.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials,

agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

- 22. PARKING.** The Proposer shall obtain all parking permits and/or decals required while performing work on University premises. The Proposer should contact the Parking and Transit Department, Administration Division at 480-965-6406.
- 23. OFFSHORE PERFORMANCE OF WORK PROHIBITED.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve Arizona State University and may involve access to secure or sensitive data or personal client data or development or modification of software for the University shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers.
- 24. NON-DISCRIMINATION.** The successful contractor or supplier shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non – Discrimination, and Immigration.
- 25. UNIVERSITY WEAPONS POLICY.** The university 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 the university or its affiliated or related entities, in all university residential facilities (whether managed by the university or another entity), in all university vehicles, and at all university or university-affiliate sponsored events and activities, except as provided in §12-781 of the *Arizona Revised Statutes* or unless written permission is given by the ASU Police Department (ASU PD). Notification by vendors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of vendor (Vendor Parties) of this policy is a condition and requirement of the contract. Vendor further agrees to enforce this contractual requirement against all Vendor Parties.
- 26. SUSTAINABILITY REQUIRMENTS. Arizona State University is dedicated to acquiring products and services that meet Sustainability requirements.** Indicate any business practices or technology that meets the following criteria.

For the purpose of judging Sustainability the following description applies: A process of current or developing business practices and technologies that restore and enhance the environment by supplying products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service.

- 27. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD.** For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment Card Industry Data Security Standard and provide written attestation of compliance annually.

- 28. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 29. DEBARMENT AND SUSPENSION.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.
- 30. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SPECIAL TERMS AND CONDITIONS

- 31. E-COMMERCE.** Arizona State University has adopted a Visa Card from JP Morgan Chase Bank as its Purchasing Card. The University is very interested in adopting electronic methods of ordering from suppliers and in making associated payments with its Purchasing Card. If your firm has an electronic method of ordering, please describe it. These electronic methods of ordering could range from your firm distributing a paper catalog and accepting fax orders, to your firm has a Web site in which users can configure and order products.
- 32. PROPOSER TO PACKAGE GOODS.** Proposer will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Proposer's name and address; (b) University department's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Proposer shall bear cost of packaging unless specifically otherwise provided.

33. **SHIPMENT UNDER RESERVATION PROHIBITED.** Proposer is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
34. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point or points of delivery.
35. **RIGHT OF INSPECTION.** The University shall have the right to inspect the goods at delivery before accepting them.
36. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of goods must fully comply with all provisions of this Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender.
37. **WARRANTIES.** In addition to any implied warranties, Proposer warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples, if any, furnished by the Proposer. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
38. **COPYRIGHT OWNERSHIP.** Proposer's work under this agreement is "work for hire" for purposes of the copyright laws of the United States and any foreign countries, and title to any subject copyright will vest with the University.

If for any reason the Work would not be considered a work made for hire under applicable law, Proposer sells, assigns, and transfers to University all rights and title to the copyright in the Work, related registrations and copyright applications, and any related renewals and extensions. This grant of rights and assignment extends to all works based upon, derived from, or incorporating the Work, to all income, royalties, damages, claims and payments payable now or later, to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and to all corresponding rights throughout the world.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Author waives and appoints University to assert on the Proposer's behalf the Proposer's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including removal or destruction) or the making of any derivative works based on the Work, including photographs, drawings or other visual reproductions of the Work, in any medium, for university purposes.

Proposer agrees to execute all papers and to perform other proper acts as University may deem necessary to secure these rights for University or its designee.

39. **INSURANCE REQUIREMENTS.** Without limiting any liabilities or any other obligation of the Proposer, the Proposer shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage below. **Minimum requirements are subject to change based on scope of work and contract awarded.**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The University in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

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

a. The policy shall 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 shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**

b. Policy shall 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 the Contractor.

2. Business Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall 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 shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**

- b. Policy shall 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 the Contractor.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall 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 the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes 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. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall 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 two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287 and shall be sent by certified mail, return receipt requested.

D. VERIFICATION OF COVERAGE: Contractor shall furnish the University 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 the University 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 project. 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 shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287. The University project/contract number and project description shall be noted on the certificate of insurance. The University reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

E. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- 40. PERFORMANCE AND PAYMENT BONDS.** The Proposer shall provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of this Agreement and the payment of all obligations (100%) rising thereunder, in such form as the University may prescribe and with approved sureties. The successful Proposer shall deliver the required bonds to the University not later than the date of executing this Agreement. The Proposer shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to this Agreement to one hundred percent (100%) of the total value amount of each change order.
- 41. SALES AND USE TAX.** The Proposer 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. The Proposer further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Proposer or any subcontractor to comply with the provisions of any or all said laws and amendments. The University 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 the University.
- 42. PERSONNEL.** Employees of the Proposer assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.
- 43. LIQUIDATED DAMAGES.** The University and the Proposer agree that in the event that the Proposer fails to perform under this Agreement, the University will be damaged. The extent of

the damage is very difficult to calculate. Therefore, the Proposer agrees to pay the University liquidated damages if the agreed upon delivery and installation dates are not met. These liquidated damages shall be \$ ____ per day.

- 44. INSTALLMENT PAYMENT AGREEMENT.** The University is precluded from entering into an installment payment agreement unless such agreement can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the University. If funds are not allocated for this Agreement for periodic payment in any future annual fiscal period, following the University's formal request for funds, the University is not obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. The University agrees to notify the Proposer of such non-allocation at the earliest possible time. No penalty shall accrue to the University in the event this provision shall be exercised. This provision shall not be construed so as to permit the University to terminate this Agreement in order to acquire similar equipment from another party.
- 45. PRICE ADJUSTMENT.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Proposer. The University will not approve price increases that will merely increase the gross profitability of the Proposer at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall determine whether the requested price increase or an alternate option is in the best interest of the University. Similarly, Proposer agrees that the costs of any maintenance agreements beyond the warranty period will increase a maximum of 3 percent per year and a total of 15 percent over a 5 year period.
- 46. FURNISH AND INSTALL.** The items in this proposal will be provided on a Proposer furnish and install basis. The successful Proposer shall have complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the successful Proposer. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize risk of damage and avoid double handling.
- 47. THE ARIZONA STATE UNIVERSITY CONFIDENTIAL FINANCIAL INFORMATION AGREEMENT IS REQUIRED.** This agreement is necessary to comply with the requirements of the "Gramm Leach Bliley Act" dealing with the confidentiality of customer information and the Safeguarding Rule.
- 48. The University and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g).** FERPA permits disclosure of student record information to "other school officials" who have a legitimate educational interest in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials". Designated representatives of Contractor will be designated as "other school officials" for purposes of this Agreement. No designated representative of the Contractor shall disclose information it receives under this agreement to any third party, except with the consent of the student or as required by law. Any disclosures made by the Contractor should comply with the University's definition of legitimate educational purpose. If any designated representative discloses or misuses any educational record, the University will take

appropriate action against the designated representative that is similar to action ASU would take against one of its employees who disclosed or misused the educational records of its students.

SECTION XII – MANDATORY CERTIFICATIONS & SUBSTITUTE W-9

RFP COVER PAGE AND CHECKLIST

RFP Number:	RFP # 021203
RFP Name:	DIGITAL SIGNAGE FOR ARIZONA STATE UNIVERSITY

Supplier Name:	
Address:	
City:	
State:	
Zip Code:	

PRIMARY CONTACT:

Identify primary contact for this proposal. This individual shall be responsible for receiving, distributing and responding to all correspondence, requests, etc., for the duration of the proposal process. The undersigned shall notify the University prior to change in primary contact. The undersigned guarantees that he/she has reviewed and understands the Program and Services Expectations of this proposal and that supplier agrees to furnish such goods and/or services in accordance with their submitted response.

Printed Name of Firm Representative		
Signature of Firm Representative		Date
Email	Phone	Fax

CRITICAL TEAM MEMBER(S)

Name of Firm: _____

Name of Program
Administrator/Manager*: _____

PROPOSAL SUBMITTAL:

The following documents are required for this proposal (please mark off each document to acknowledge that you have submitted the document in the proper format):

☐	Attachment 1	RFP Cover Page & Checklist, Mandatory Certifications and Substitute W-9
☐	Attachment 2	Resumes
☐	Attachment 3	Scope of Work (2 pages)
☐	Attachment 4	Risk Identification and Management Plan (2 pages)
☐	Attachment 4	Pricing Schedule
☐	Attachment 5	Transitional Milestone Schedule - (1 page)
☐	Attachment 6	Measurement Plan - (1 page)
☐	Attachment 7	Past Performance Guide – Email a “Reference List” for each critical component
☐	Attachment 8	Performance Questionnaire – Compile and submit surveys for each critical component

The following checklist must also be completed.

- | | |
|--|---|
| ☐ Yes ☐ No | Is your Scope Plan 2 pages or less? |
| ☐ Yes ☐ No | Is your RAVA Plan 2 pages or less? |
| ☐ Yes ☐ No | Did you complete the Cost Proposal Worksheet form (1 page)? |
| ☐ Yes ☐ No | Did you submit a Transitional Milestone Schedule (1 page) |
| ☐ Yes ☐ No | Did you submit a Measurement Plan (1 page) |
| ☐ Yes ☐ No | Do you understand that you cannot re-create the RAVA Plan and Scope Plan template (you must download it)? |
| ☐ Yes ☐ No | Do you understand that you are <u>NOT</u> allowed to alter font size, add colors, or add pictures or graphs, to the RAVA Plan and Scope Plan? |
| ☐ Yes ☐ No | Do you understand that if awarded the project, the contents of the RAVA Plan and Scope Plan will become part of the final contract? |
| ☐ Yes ☐ No | Did you make sure you did not include your company name anywhere other than on the Proposal form? |

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.

(firm)

(email address)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007. Previous editions are obsolete and cannot be used.)

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 Nonprocurement Programs) is at <http://epls.arnet.gov> on the Web.)

(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) "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.

(firm)

(email address)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

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)

(firm)

(email address)

(signature required)

(print name)

(print title)

(address)

(Phone)

(fax)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION

(date)

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

The undersigned certifies that pursuant to Arizona Revised Statutes § 35-391 and 35-393, the below entity does not have a scrutinized business operation in either Sudan or Iran.

(firm)

(email address)

(signature required)

(print name)

(print title)

(address)

(Phone)

(fax)

(Federal Taxpayer ID Number)

(Purchasing 02-18-2009)

LEGAL WORKER CERTIFICATION

(date)

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

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the University. The University retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

(firm)

(email address)

(signature required)

(print name)

(print title)

(address)

(Phone)

(fax)

(Federal Taxpayer ID Number)

(Purchasing 09-23-2008)

SUPPLIER SUSTAINABILITY QUESTIONNAIRE

Company Name: _____

Date: _____

The Supplier Sustainability Questionnaire must be completed and returned with your Proposal unless you have previously submitted a completed form and have no change. This questionnaire is applicable to firms that provide only services as well as those that provide goods.

1. What policies are in place to monitor and manage your supply chain regarding environmental issues? Please check the items that apply.

- ☐ We apply environmental criteria when making purchasing decisions.
 - ☐ We purchase "green" (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials.
 - ☐ We specify sustainable products and or locally manufactured products
 - ☐ We specify products using Electronic Products Environmental Assessment Tool (EPEAT) standards
 - ☐ We partner with sustainable suppliers or utilize suppliers who share in the sustainability commitment
 - ☐ Our Director of Sustainability is researching industry best procurement practices
- Other – describe other ways your company monitors and manages your supply chain regarding environmental issues:

2. What type of sustainable packaging/shipping materials do you use? Please check the items that apply.

- ☐ Our packaging/shipping materials are recyclable
 - ☐ Our packaging/shipping materials are reusable
 - ☐ Our packaging/shipping materials are bio-degradable
 - ☐ Our packaging/shipping materials are made from 100% post-consumer recycled materials
- Other – describe other types of sustainable packaging/shipping materials you use:

3. Does your company have a Green Transportation Plan for your operation? Please check the items that apply.

- ☐ We encourage carpooling, public transportation, and using other alternative modes of transportation
- ☐ We subsidize public transportation for employees
- ☐ We are developing a Green Transportation Plan
- ☐ We have an established Green Transportation Plan (describe below)
- ☐ We offer flexible hours, telecommuting or a compressed work week
- ☐ We utilize teleconference, video conference, WebEx or GoTo Meetings
- ☐ We purchase carbon offsets
- ☐ We own electric, hybrid, or E-85 fueled vehicles
- ☐ We rent hybrid vehicles

Other – describe your company's Green Transportation Plan for your operation:

4. What does your company do to minimize the environmental costs associated with shipping? Please check the items that apply.

- ☐ We are evaluating what the company can do to minimize the environmental costs associated with shipping
- ☐ We combine deliveries with customer visits
- ☐ We consolidate deliveries
- ☐ We use bike couriers for local delivery

- ☐ We utilize electronic communications and electronic transfer of documents. E-mail, fax and Portable Document Format (PDF)
- ☐ We use eco-friendly courier's packaging/shipping materials that include post-consumer waste recycled materials and are recyclable
- ☐ Our packaging and shipping materials are reused until they eventually get recycled
- ☐ We have established a sustainability plan that minimizes the need for shipping (describe below)
- ☐ We update mailing lists to minimize unwanted mailings
- ☐ We specify products that can be purchased within a 500 mile radius of the delivery location
- ☐ Other – describe what your company does to minimize the environmental costs associated with shipping

5. Does your company have an environmental policy statement? Please check the items that apply.

- ☐ We are developing an environmental policy statement
- ☐ Our environmental policy statement consists of a commitment to promote environmental stewardship
- ☐ Our environmental policy statement describes our company's Sustainability Initiative
- ☐ We have formed an oversight committee to ensure the success of our environmental policy
- ☐ Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability
- ☐ Other - Provide (or supply a link) your company's environmental policy statement

6. Has your company ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- ☐ No, my company HAS NOT been cited for non-compliance of an environmental or safety issue.
- ☐ Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
State the reason, date and outcome of the citation

7. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit)? Please check the items that apply.

- ☐ We recycle consumables, reduce waste and practice energy reduction when possible
- ☐ We are developing a recycling program
- ☐ We utilize a formal energy management system
- ☐ We are a member of various environmental organizations
- ☐ We have formed a Sustainability Committee to identify sustainable solutions for our company
- ☐ We have a company-wide Recycling Program
- ☐ Our Director of Sustainability initiates and supports sustainability efforts
- ☐ We have performed an environmental or waste audit
- ☐ We are recognized by peers and environmental organizations for providing leadership in sustainability
- ☐ We are a carbon-neutral company
- ☐ Other - what other programs do you have in place, or planned for promoting resource efficiency

8. Does your company have web-based materials available documenting your "Green" initiatives? Please check the items that apply.

- ☐ We are developing web-based documentation of "Green" initiatives (provide link)
- ☐ Our website includes "Green" reference information (provide link)
- ☐ Our website contains an environmental policy statement (provide link)
- ☐ Our website includes materials that document company's "Green" initiatives (provide link)

- ☐ Our website contains our company's Sustainability Report (provide link)
Other – Does your company have other web-based materials available documenting your "Green" initiatives? (provide link)

9. If you are providing a product, does the manufacturer of the product that you are proposing have an environmental policy statement? Please check the item that applies.

- ☐ No, the manufacturer of the product that I am proposing DOES NOT have an environmental policy statement
☐ Yes, the manufacturer of the product that I am proposing HAS an environmental policy statement
Provide Environmental Policy Statement

10. If you are providing a product, has the manufacturer of the product that you are proposing ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- ☐ No, the manufacturer of the product that I am proposing HAS NOT been cited for non-compliance of an environmental or safety issue
☐ Yes, the manufacturer of the product that I am proposing HAS been cited for non-compliance of an environmental or safety issue
Provide reason, date and outcome of the citation

11. Has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal? Please check the item that applies.

- ☐ No, an environmental life-cycle analysis of the product that I am proposing HAS NOT been conducted by a certified testing organization, such as Green Seal
☐ Yes, an environmental life-cycle analysis of the product that I am proposing HAS been conducted by a certified testing organization, such as Green Seal.
Provide certification

12. If selected pursuant to this solicitation, what are your plans for continuing your operations and services to ASU if there is a major and/or catastrophic pandemic influenza outbreak?

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM – Page 1 of 2				DO NOT SEND TO IRS
Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN available at http://www.irs.gov/pub/irs-pdf/fw8ben.pdf					
► Taxpayer Identification Number (TIN)			☐ Employer ID Number (EIN) ☐ Social Security Number (SSN)		
► LEGAL NAME: (must match TIN above)					
Are you doing business in Arizona for purposes of sales/use tax collection and remittance? ☐ Yes ☐ No					
If “Yes” please provide Arizona License # _____ and sales/use tax rate charged _____ % DUNS# _____					
► LEGAL MAILING ADDRESS:			(Where tax information and general correspondence is to be sent)		
DBA/Branch/Location:					
ADDRESS:					
ADDRESS LINE 2:					
CITY:		ST:		ZIP:	
► REMIT TO ADDRESS:			☐ Same as Legal Mailing Address		
DBA/Branch/Location:					
ADDRESS:					
ADDRESS LINE 2:					
CITY:		ST:		ZIP:	
► ENTITY TYPE					
☐ Individual (not a business)	☐ Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	☐ Corporation (NOT providing health care, medical or legal services)	☐ Corporation (providing health care, medical or legal services)	☐ Partnership, LLP or partnership organized as LLC or PLLC	
☐ The US or any of its political subdivisions or instrumentalities	☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities	☐ Tax-exempt organizations under IRC §501	☐ An international organization or any of its agencies or instrumentalities	☐ State of Arizona Employee	
► CERTIFICATION					
Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) 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 (c) the IRS has notified me I am no longer subject to backup withholding, - I am a U.S. person (including a resident alien). Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding					
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	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM – Page 2 of 2		DO NOT SEND TO IRS
► Legal Name:		TIN:	
SECTION 1 - FEDERAL INFORMATION - REQUIRED			
What is the Federal classification type of your business? - See definitions on link below. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) http://www.sba.gov/size			
LARGE Business? YES ☐ NO ☐ SMALL Business? YES ☐ NO ☐			
Please check <u>all that apply</u> to your business for Federal Supplier Type:			
Service Disabled Veteran Owned (VD) ☐	Small Disadvantaged (SD) ☐	Women Owned (WO) ☐	
Veteran Owned (VO) ☐	Minority Institution (MI) ☐	HUB Zone (HZ) ☐	
SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION - REQUIRED			
Are you self-certified according to this State of Arizona definition? <i>"100 full-time employees or less <u>OR</u> \$4 million in volume or less in the last fiscal year"</i>		YES ☐	NO ☐
Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUB Zone small, small disadvantaged, or women-owned small business concern in order 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:	
VENDOR – LIST PRODUCT or SERVICE PROVIDED			
IF BUYER NAME IS LISTED PLEASE RETURN TO BUYER	Buyer:	Phone:	Fax:

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.

EXHIBIT A – RISK ASSESSMENT EXAMPLES

Two properly formatted Risk Assessment responses are below:

1. Risk related to the provision of furniture to the University.

Risk	Supplier Plan	Impact
Location for furniture installation is being renovated, construction is delayed and it's too late to stop the product coming from the factory.	1. When we receive notice from the University we will divert the shipment to our warehouse. 2. We will provide 30 days of free storage. 3. Storage beyond 30 days will be charged at X/per month. 4. We will require 7 days notice to reschedule the installation.	ASU is responsible for product storage charges and adjusting schedule.

2. Risk related to service contract for exercise equipment.

Risk	Supplier Plan	Impact
Damage to equipment from misuse, i.e., vandalism, sabotage, etc.	1. We will assess cause and damage within 1 week of damage identification. 2. We will provide replacement/repair costs to ASU within 2 weeks of causation assessment. 3. Upon issuance of PO for replacement/repair of cardio, we will replace/repair within 2 weeks of PO issuance	ASU is responsible for any costs incurred to repair or replace equipment

EXHIBIT B – REFERENCE TEMPLATE

This template must be used for reference submittals:

To:			
Company Name:			
Phone:			
Fax:			
e-mail:			
 Arizona State University is conducting a proposal for DIGITAL SIGNAGE FOR ARIZONA STATE UNIVERSITY, RFP 021203 . Part of that proposal process requires reference information on firms and/or key personnel. The firm/individual listed below has named you as a former client. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.			
Reference for: (insert name of firm or individual to be rated)			
ITEM	CRITERIA	UNIT	SCORE
1	Ability to meet customer expectations	(1-10)	
2	Ability to financially perform in the best interest of the client	(1-10)	
3	Ability to maintain project schedule (complete on time)	(1-10)	
4	Ability to increase value	(1-10)	
5	Quality of Workmanship	(1-10)	
6	Ability to identify and minimize the users risk	(1-10)	
7	Leadership ability (minimize the need of owner/client direction)	(1-10)	
8	Your comfort level in hiring the firm/individual again based on performance	(1-10)	
Printed Name of Evaluator		Signature of Evaluator	
Thank you for your time and effort in assisting us with this proposal. Please fax or e-mail the survey back to: Stacie Malekooti, fax: 480-965-2234 or stacie.malekooti@asu.edu.			