



February 18, 2009

REQUEST FOR PROPOSAL

**EVENT MANAGEMENT & SECURITY SERVICES FOR
ASU INTERCOLLEGIATE ATHLETICS**

RFP NO. 080905

DUE: 3:00 P.M., M.S.T., 4/02/09

Time and Date of Pre-Proposal Conference	1:30 P.M., M.S.T., 3/20/09
Deadline for Inquiries	5:00 P.M., M.S.T., 3/26/09
Time and Date Set for Closing	3:00 P.M., M.S.T., 04/02/09

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SECTION I – REQUEST FOR PROPOSAL

RFP NO. 080905

Arizona State University is requesting sealed proposals from qualified firms or individuals for Event Management & Security Services for ASU Intercollegiate Athletics.

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., M.S.T., 04/02/09 at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. 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

Liz Chandler
Liz Chandler
Purchasing Manager

EC

SECTION II - PURPOSE OF THE RFP

1. INTENT

Event Management Services including t-shirt security (event day & overnight), ushers, ticket takers and cart drivers, are being solicited for the purpose of providing for and/or assisting Athletics Operations and Facilities (ASUAOF) with overall crowd control and event staging in the facilities listed below. Based primarily on pre-determined event needs, this project can include, but is not limited to, all portions of these facilities as well as any or all Intercollegiate Athletics' (ICA) facilities. **Note that this may be a multiple award to more than one company for the various facilities listed below:**

- * Packard Stadium
- * Sun Angel Track Stadium
- * Whiteman Tennis Center
- * SDS Skybox Complex
- * Kajikawa Football Practice Field
- * Gymnastics Practice Facility
- * Wheatherup Center (to be completed)
- * Sun Devil Club Softball Stadium
- * Sun Devil Club Plaza/Arboretum
- * Soccer Stadium
- * Wrestling Practice Facility
- * Indoor Practice Facility

For detailed information on locations of each of these facilities, visit the website:
www.thesundevils.com .

2. BACKGROUND INFORMATION

Arizona State University's departments of Intercollegiate Athletics annually coordinates and stages over 400 events in ten (10) or more various campus facilities. With attendance figures ranging from 50 people to 72,000, there is often a need for contracted, event related services to assist in the management and operation of these venues. For example:

Sun Devil Stadium (SDS) is a multi-level, outdoor facility with a seating capacity of 71,610. Serving primarily as the home stadium for ASU Football, this facility annually hosts approximately 9 football games. Included in this total are 6-8 ASU games, the Insight Bowl and the AIA State High School Football Championships. Additionally, other rental events, sponsored by Athletics, can and will be staged in SDS.

The Wells Fargo Arena (WFA) is also a multi-purpose facility. With a seating capacity of 13,975, this indoor arena is used predominantly by ASU's department of Intercollegiate Athletics for its volleyball, men's & women's basketball, gymnastics and wrestling programs. Also, much like Sun Devil Stadium, the WFA can and will host concerts and other rental events sponsored by Athletics.

The University is comprised of, yet not limited to, the following sites:
Sun Devil Stadium – 72,000 seat stadium

1-200 guards, 1-200 ushers, 1-60 ticket takers
Wells Fargo Arena – 14,000 seat arena
1-80 guards, 1-50 ushers, 1-20 ticket takers
Packard Stadium – 6,000 seat stadium
1-25 guards, 1-25 ushers, 1-25 ticket takers
Sun Angel Stadium – 4,000 seat stadium
1-20 guards, 1-25 ushers, 1-15 ticket takers
Whiteman Tennis Center – 800 seat stadium
1-15 guards, 1-15 ushers, 1-10 ticket takers
Farrington Softball Stadium – 800 seat stadium
1-15 guards, 1-15 ushers, 1-10 ticket takers

3. TERM OF CONTRACT

The initial term of this contract will be from May 1, 2009 and continue through to June 30, 2010, and can be renewed for an additional four (4) one (1) year terms, for a total not to exceed five (5) years and based on mutual agreement of both parties. Any renewal beyond the first year would be based on performance, service, quality and price acceptable to Intercollegiate Athletics, and that is in the best interest of Intercollegiate Athletics to do so. It may also be deemed in Intercollegiate Athletics best interest to award this contract to more than one company, to fulfill the needs of multiple facilities and requirements.

SECTION III – 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 \$2.00 per two 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 document set, containing one clearly marked original and five (5) additional copies.
4. You may withdraw your proposal at any time prior to the time and date set for closing.
5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitation is performed under the direct supervision of the Director of Purchasing and Business Services and in complete accordance with University policies and procedures.
6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do scheduling of these oral presentations.
8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor.
9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the 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.
10. **The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the successful proposer 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.**
11. 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.
12. Financial Statements:

Option A. Proposers who have audited financial statements provide the following:

Audited financial statements for the two most recent available years. If the financial statements are intended to be confidential, please submit one copy in a separate sealed envelope and mark as follows:

Firm's Name

Confidential – Financial Statements

Option B. Proposers who might not have audited financial statements provide the following:

It is preferred that audited financial statements for the two most recent available years be submitted. However, if not available, provide a copy of firm's two most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one copy in a separate sealed envelope and mark as follows:

Firm's Name
Confidential – Financial Statements

13. 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.
14. **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 XII. 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 will be deemed nonresponsive and will be rejected.**
15. 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.
16. 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.
17. 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.
18. All responses and accompanying documentation will become the property of the University at the time the proposals are opened.
19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your 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.

20. The University has entered into Cooperative Purchasing Agreements with The Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the 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.
21. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures (\$AVE) cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the 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.
22. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

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

Tel: 480-965-0578
Fax: 480-965-0586
liz.chandler@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. If you have formal questions about any part of this Request for Proposal, which could result in a material issue or a formal amendment to

this Request for Proposal, submit your questions on a Proposer Inquiry Form from Section X of this Request for Proposal.

23. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
24. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.
25. 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 bidding. 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.
26. 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.
27. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities

Protests should be directed to:

John F. Riley, C.P.M.
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.

28. 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.

SECTION IV – SPECIFICATIONS/SCOPE OF WORK

4.1 GENERAL TERMS

4.1.1 Department Philosophy

It is the operating philosophy of ASU Intercollegiate Athletics that the quality of the services provided in our facilities shall be unequalled by any similar type of venue in the country. Further, appearance and service throughout our facilities shall be of the highest standards possible, which shall be determined by, and have final approval of ASU Athletics. Therefore, in keeping with the principle of maintaining a first-class operation, the Proposer's employees shall be minimum 18 years of age, trained per industry standards and well-groomed in appearance.

4.1.2 Term of Agreement

The term of the contract shall commence on May 1, 2009 and continue through June 30, 2010. The contract may then be renewed, by mutual agreement of both parties, for up to an additional four (4) one (1) year options for a total of five (5) years. Any renewal beyond the first year would be based on performance, service, quality and price acceptable to ASU Intercollegiate Athletics, and that it is in the best interest of Arizona State University to do so. It may also be deemed in the University's best interest to award this contract to more than one company, to fulfill the needs of the multiple facilities and requirements run by ICA.

4.2 CONTRACT REQUIREMENTS

4.2.1 Compliance with Laws, Permits and Licenses

Contractor shall obtain, at their expense, all necessary permits and licenses to comply with federal, state and local laws, ordinances, rules and regulations including, but not limited to occupational safety and health standards and equal employment opportunity.

Proposers must submit audited financial statements for the past three (3) years in order to establish its financial capability to provide the required services on a term contract basis. Proposer must be able to provide sufficient information, as determined by Intercollegiate Athletics, to enable Intercollegiate Athletics to make a determination that the Proposer's financial health and capability is sufficient to meet the anticipated contractual and usage requirements of any resulting Agreement. Intercollegiate Athletics is the sole judge for making this determination. Proposers must provide proof of insurance within the requirements set forth in this RFP. Proposers must provide proof of all licenses required within this RFP to include, but not limited to, Security License, Business License, and Tax Privilege License.

4.2.2 Facility Rules and Regulations

Employees of Contractor shall comply with all instructions pertaining to conduct and facility regulations issued by representatives of Athletics. A copy of the facility rules and regulations will be available at the pre-proposal walk-through/conference. ASU Athletics reserves the right to have discharged any undesirable employee at any time.

Contractor is to immediately advise the Senior Associate Athletic Director of Athletic Operations and Facilities if any employee or representative or agent of Contractor is injured or damages any equipment, building, fencing, etc., within the service of this contract. Contractor will be financially responsible for the medical bills of its employees and/or repair/replacement of any damaged item.

4.3 PERSONNEL REQUIREMENTS

4.3.1 Physical Health

All personnel must be in good physical health and capable of any strenuous activities that may be required, including standing/walking for long periods of time and lifting heavy objects. Further, all personnel reporting for duty must be adults at least 18 years of age.

Staff and Management Qualifications

Staff shall always be clean, well-groomed and properly uniformed with required equipment. Background information will be required for last five (5) years or as reasonably available, including a finger print check. Staff must be able to verbally communicate in a clear, distinct, and courteous manner. Staff must be able to write clear and accurate reports and be able to complete any and all types of reports. All staff must be employees of the Proposer at the time of rendering any service, per the guidelines and definitions set forth by governmental agencies regarding "employees." Failure to comply with these guidelines can and will result in dismissal of employees and Contractor will incur penalties as outlined in Section 4.3.5.

Drug-Free Workplace

Proposer shall certify to ASUAOF that it will provide a drug-free workplace and do each of the following:

- 1) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Proposer's workplace and specify the actions that will be taken against employees for violation of the prohibition.
- 2) Establish a drug-free awareness program

4.3.2 Communication

Given the extensive contact/interaction that takes place with the general public, all Proposer personnel must be fluent in the English language and able to understand the information provided pertaining to their duties. Personnel must demonstrate appropriate verbal and non-verbal communication skills including body language.

4.3.3 Meetings

When notified, the Proposer's assigned Representatives shall attend all meetings held by ASUAOF. Additionally, the Proposer's staff is required to be present for any event day briefings conducted by ASUAOF supervisory staff.

4.3.4 Employee Training

- 4.3.4.1 Proposer must submit a detailed curriculum and schedule of an on-going training program that describes training procedures that are above and beyond on-the-job training.
- 4.3.4.2 Proposer must provide monthly documentation that its employees have been trained to recognize and understand the implications of safety and emergency routines in regards to event management.
- 4.3.4.3 Proposer must provide time to have its employees, including supervisors, security personnel, guest service representatives, cart drivers, etc., trained, at their sole expense, in the rules and regulations set forth by Intercollegiate Athletics. The Contractor must provide a list of all employees that have completed assigned trainings.
- 4.3.4.4 Athletics will conduct a training session which all of the Contractor's management team and supervisors must attend at the Contractor's expense. Athletics will provide the information to be taught at the Contractor's game day personnel's training sessions. Athletics reserves the right to have a representative present during those training sessions.
- 4.3.4.5 All of the Contractor's personnel who will be working in a security position must have a current, state issued guard card at the Contractor's expense.

4.3.5 Staff Numbers and Call Time

Event staff reporting times and personnel requirements shall be mutually decided upon in weekly meetings by Athletics, and confirmed by the Proposer two (2) days prior to event dates. A written estimate is to be submitted by the Proposer at this time, with a not to exceed on billing without a charge order approved in advance of the event. On event days, ASU will have final authority on release times for proposer's employees.

Proposer must supply accurate reports weekly, for initial deployments, to include locations and duties. This is to be followed for re-deployments and check outs. Report is to include details per event of no-show personnel, i.e. staffing shortages.

Proposer can and will be penalized, on a per event basis (late requests notwithstanding), up to 10% of invoice total should 10% or more of the personnel requested not report for their work assignments. Athletics agrees to pay for any additional personnel that exceed requested amount, up to and including 10% of the total staff. If any staff member is unable to complete their assigned shift or leaves

their post without being released by ASU, that staff member shall not be included on the invoice. Further, should personnel calls not be met on three successive days, Athletics reserves the right to retain the services of a second proposer for upcoming event(s) without being in violation of the contract. Consistent personnel shortages may result in review of services and termination of contract.

4.3.6 Uniforms and Appearance

Uniforms are to be approved by Intercollegiate Athletics and are the responsibility of the Proposer. No sponsored signage or advertisements are to be visible on uniforms and proposer personnel must wear them at all times during events. A sample of this uniform is to be submitted for approval no later than thirty (30) days following the award of the contract. Proper identification must be carried by all employees and any necessary event credentials will be issued by Athletics. As stated above, staff shall always be clean, well-groomed and properly uniformed with required equipment. Wristbands must be provided by the contractor to its employees on an event by event basis that designate their assigned deployment location in writing. Close toed shoes, long pants with a solid neutral-colored belt are required. All shirts must be tucked into pants. All coverings to be approved by Intercollegiate Athletics prior to use and all must be of same look and appearance. All tattoos are to be covered. No facial jewelry with the exception of eyeglasses and earrings that are no larger than the earlobe.

4.3.7 Event Log/Sign-in Sheets

Proposer will be expected to routinely produce, at any time and upon request, any/all original event logs or sign-in/out sheets that are used in the tracking of employee numbers, positions and time worked for a given event. Proposer must supply accurate reports by event, with the initial deployment schedule compared to the actual worked deployment, to include locations and duties. This is to be followed for re-deployments and check outs. Report is to include details per event of no-show personnel, all staffing shortages, reassignments, and changes.

4.3.8 Management Staff

Proposer's key managerial/supervisory staff, to be determined by Intercollegiate Athletics, must remain with this account, locally, for the duration of the contract unless prior written notification is given to, and replacements are approved by ASU. Managers at football are to be designated for the following areas/assignments: Security, Guest Services, Student Gate, Gates, Field, Command Post and Staff Check-in/out.

4.4 BUSINESS OPERATIONS

4.4.1 Invoices/Billing Procedures

- 4.4.1.1 Payment will be made to Proposer on a per event basis; calculated in accordance with contracted fees, including costs for approved supplemental services provided per event, and approved adjustments for worker-hours

(which will require receipt of a signal change order by an ASU designee). For football games, the hour of check-in time will be split equally between the Contractor and ASU.

4.4.1.2 All invoices must reference the ASU purchase order number with regular calculated charges, supplemental services, worker hours, event log sheets, etc., separated line by line. Invoices must be hand delivered to the Office of Athletics within 72 hours (or three business days) of referenced service. These may also be brought to the weekly meetings if deemed to be most convenient for all. They will be reviewed collectively by Proposer and ASU for accuracy thereby ensuring prompt payment.

4.4.1.3 All invoices will be paid for work completed subject to deductions as per Specifications section 4.3.5.

4.4.2 Parking

Parking and stadium vehicle access passes will be issued to Contractor at the discretion of Athletics and will be paid for by the Contractor. All other parking is up to Contractor. No parking is allowed inside any facility without prior approval and without displaying the appropriate pass.

4.4.3 Radio Communications

Proposer shall provide radio communication for and between its supervisors and Athletics during all events. These radios shall be the financial responsibility of the Proposer reference Section 4.6.6.

Proposer shall provide radio communication for no less than 85% of the total call to ensure consistent communication throughout the event. All radios shall have a headset or equivalent, so the communication can be heard by the employee and so the public cannot hear the radio communications.

4.4.4 Incident Reports

Proposer shall provide Intercollegiate Athletics with a full incident report prior to the end of the event. The format for this report will be mutually agreed upon by Proposer and ASU following award of contract. If required, the Proposer's personnel must be made available to discuss any incidents.

Incident Reports are required for, but not limited to, the following situations:

- Fights
- Ejections
- First Aid
- Damage
- Relocations
- Major Incidents
- Any Injury
- Credential Challenges

4.5 TASKS AND PROCEDURES AND TIMELINES

All staff procedures before, during and after the game are to be mutually decided upon by Athletics and the Proposer, then documented and adhered to. Under no circumstance is the Proposer to alter any policy without the prior permission of Intercollegiate Athletics. Proposers shall provide Intercollegiate Athletics with a detailed timeline of Proposer's timed commitments for the event no later than 24 hours prior to the event.

4.6 SPECIFICATIONS

- 4.6.1 Contractor, its agent and employees shall conform in all respects with all guidelines at Arizona State University and by Intercollegiate Athletics.
- 4.6.2 Contractor shall be under the direct supervision of the Office of Intercollegiate Athletics at Arizona State University.
- 4.6.3 Contractor must provide information as requested to meet minimum qualifications as stated in Section V - Proposer Qualifications, either as a company or in the combination of employee/management background, in crowd control and guest services and its related duties including the following:
 - > Professional Athletic Events
 - > Collegiate Athletic Events
 - > Concerts (including backstage security)
 - > General Peer Crowd Control
 - > Overnight Security
 - > Event Management

Further, when listing this background information and experience, proposers should specifically outline the following:

- > Venues/facilities and their capacities
 - > Types of events and attendances
 - > Number of staff provided and duties performed
- 4.6.4 Contractor must insure that all guards are properly and currently licensed with the Arizona Department of Public Safety. Contractor is to include information on the number of licensed guards. Each guard must have the license in his/her possession at each event. ASU Athletics shall have the discretionary right for final approval of all personnel used.
- 4.6.5 Contractor shall supply employees attired in the following manner when applicable: (reference Section 4.3.6.)
 - > Polo-type shirt tucked into appropriate slacks (worn properly, with belt)
 - > Uniformed
 - > Blazers
 - > Formal Attire

4.6.6 Contractor shall supply the following equipment needed for the event:

- > Two-way radios (for supervisory personnel) - Contractor shall agree to use Athletics radio communications supplier or make available to Athletics the radio frequency settings that will be used on event day, for the purposes of uniformed communication throughout the venue.
- > Flag roping
- > Vehicles/Carts
- > Flashlights
- > Incident report cards
- > Information cards (content to be provided by Athletics)
- > Transportation shuttles for staff
- > Wristbands
- > Deployment equipment
- > Signs

4.6.7 Contractor shall provide legible copies to ASU Athletics, of all deployment and sign-in/out sheets during the event, as well as be prepared to provide these lists at the operations meeting that take place prior to the event.

4.6.8 Contractor shall provide ASU Athletics with any event reports (citing any and all incidents that may have transpired during the previous day's events) as well as a full cost report within 24 and 48 hours, respectively.

4.6.9 Contractor must provide ASU Athletics with any training manuals and employee records.

4.6.10 Contractor must meet all State and Federal employment guidelines.

4.6.11 Contractor shall provide services requested with 48-hours notice and, to the best of their ability, provide services requested with less than a 48-hour notice.

4.6.12 If awarded the contract, contractor agrees to fully cooperate in the event of an investigation of a security nature that may be conducted by ASU or any other authorized agency. This may require any or all of the contractor's personnel to submit to appropriate inquiries and/or testing. The type, kind and timing of such testing shall be at the discretion of the investigating agency and shall cover any necessary evaluation of the physical condition, character assessment and/or involvement of personnel as related to the investigation.

4.6.13 Contractor shall disclose and provide ASU Athletics any documents pertaining to any pending civil law suits, as well as any and all past court judgments or settlements. This is to be submitted prior to the signing and awarding of each year's contract.

4.7 FACILITIES (including but not limited to):

Sun Devil Stadium - 74,000 seat stadium

- a) 1-200 guards
- b) 1-200 ushers
- c) 1-150 ticket takers

Wells Fargo Arena - 14,000 seat arena

- a) 1-50 guards
- b) 1-50 ushers
- c) 1-20 ticket takers

Packard Stadium - 6,000 seat stadium

Sun Angel Track Stadium - 4,000 seat stadium

Whiteman Tennis Center - 800 seat stadium

Alberta B. Farrington Softball Stadium - 1,400 seat stadium

Sun Devil Soccer Stadium - 1,100 seat stadium

- a) 1-25 guards
- b) 1-25 ushers
- c) 1-25 ticket takers

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 and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose.

The Sustainability Questionnaire must be completed and returned with your Proposal.

Sustainability Questionnaire

Company Name: _____ Date: _____

The Supplier Sustainability Questionnaire must be completed and returned with your Bid/Proposal. 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

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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)

—

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

- ☐ No, the manufacturer of the product that I am bidding/proposing DOES NOT have an environmental policy statement
- ☐ Yes, the manufacturer of the product that I am bidding/proposing HAS an environmental policy statement

Provide Environmental Policy Statement

—

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10. If you are providing a product, has the manufacturer of the product that you are bidding/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 bidding/proposing HAS NOT been cited for non-compliance of an environmental or safety issue
- ☐ Yes, the manufacturer of the product that I am bidding/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 bidding/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 bidding/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 bidding/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?

—

—

SECTION V – PROPOSER QUALIFICATIONS

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

1. The proposer must present evidence that the firm or its officers have been engaged for at least the past three (3) years in providing services as listed in the Request for Proposal.
2. Proposer must submit a list of customer references, which should include at least five (5) current and former clients, local or national, comparable to the University both in size and type of facilities and operation that have utilized the proposers services over the past 12 months. Include name (and title), address, telephone number, fax number, and email address of the primary contact person.
3. The proposer must include an organizational and staffing chart of those employees to be utilized in performance of this contract. Include detailed resumes of key supervisor and management personnel with at least three (3) years of experience similar to the duties they will be required to perform at ASU. Proposer is to have staffing capability of at least 400 personnel.
4. Proposer Questionnaire

RFP 080905
EVENT MANAGEMENT & SECURITY SERVICES FOR ASU ICA

PROPOSER QUESTIONNAIRE

1. Name of Company/Person & Title Filling Out Questionnaire:

Name /Title

2. Address:

3. Email Address: Phone Number: Fax Number:

_____ (____)/____/____ (____)/____/____

4. Is your Company a:

Corporation____Partnership____or Individually Owned____? In what state?____

5. Give names and titles of persons of authority in your organization. If partnership, list all partners.

6. Describe the types of services you provide.

7. How long has your organization been in this type of business under your present name?

List former names, if any and dates operating under former names:

8. Affiliated companies (if parent company, list subsidiaries and divisions. If subsidiary or division, list name of parent company, its principals and their addresses):

9. What companies have furnished bonds for you in the past?

10. What are your bond limits?

11. Are there any judgments, suits or claims pending against your firm? _____
If so, submit brief details on a separate sheet of paper.

12. Are there any liens for labor or materials filed on any of your work? _____
If so, submit brief details on a separate sheet of paper.

13. List any jobs/contracts where your company has been dismissed or released from a contract due to non-performance or breach of contract.

SECTION VI – PRE-PROPOSAL CONFERENCE

☐ No pre-proposal conference will be held.

☒ A pre-proposal conference will be held at 1:30pm on March 20, 2009 in the Gerlach Suite in the Carson Student-Athlete Center.

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. 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.

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 VII – EVALUATION CRITERIA

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

1. Management Qualifications & Responsiveness of Proposal
 - a. Management qualifications and relevant experience in Athletic & Special Events
 - b. Adherence to specifications
 - c. Technical approach, procedures to be implemented
 - d. Acceptance of University terms and conditions
2. Demonstrated expertise of company/staff
 - a. Special skills, management resources, or unique services offered
 - b. On-site management staff experience with events comparable to that outlined in this request for proposal
 - c. Staff training program
 - d. Quality of References (include special award received, nominations, etc)
3. Pricing Schedule
4. Financial Statements per Section 3.12.
5. Additional benefit to be realized as a result of awarding to your firm
 - a. Additional resources or creative measures to be utilized not listed herein
 - b. Added safety or security measures being practiced
 - c. Special programs or volunteer /community services
6. Proposer Green Profile

SECTION VIII – PRICING SCHEDULE

Company: _____

Date: _____

(Note: Pricing submitted to be valid through first contract year, through June 30, 2009)

SUN DEVIL STADIUM EVENTS (all events, all areas)

	HOURLY	HOLIDAY	PAY RATE
Guard	_____	_____	_____
Usher	_____	_____	_____
Ticket Taker	_____	_____	_____
Supervisor	_____	_____	_____

WELLS FARGO ARENA (all events, all areas, all times)

	HOURLY	HOLIDAY	PAY RATE
Guard	_____	_____	_____
Usher	_____	_____	_____
Ticket Taker	_____	_____	_____
Greeters/Parking	_____	_____	_____
Supervisor	_____	_____	_____

ALL OTHER VENUES (all events, all areas, all times)

	HOURLY	HOLIDAY	PAY RATE
Guard	_____	_____	_____
Usher	_____	_____	_____
Greeters/Parking	_____	_____	_____
Ticket Taker	_____	_____	_____
Supervisor	_____	_____	_____

OVERNIGHT SECURITY (all venues)

	HOURLY	HOLIDAY	PAY RATE
Guard	_____	_____	_____

SECTION IX – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. 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 as per Section XI
2. Detailed response to Section V – Proposer Qualifications, include Proposer Questionnaire
3. Indicate acceptance of University Terms & Conditions, Section XII.
4. Detailed response to Section IV – Specifications/Scope of Work
5. Pricing Schedule
6. Financial Statements per Section 3.12.
7. Copies of all requested documents, i.e. licenses, certificate of insurance, verification of bonding requirements to be satisfied if awarded contract
8. Other information or resources offered as additional benefit to the University should award be made to your firm.

SECTION X – PROPOSER INQUIRY FORM

(Pre-Proposal Questions, General Clarifications, etc.)

PROJECT NAME: Event Management & Security Services for Intercollegiate Athletics

PROPOSAL NUMBER: 080905

INQUIRY DEADLINE: 5:00 P.M., M.S.T., March 26, 2009

QUESTIONS ON: ORIGINAL PROPOSAL or ADDENDUM NO.

SECTION NUMBER:

WRITER:

FAX NO. **PHONE NO.**

COMPANY:

COMPANY E-MAIL ADDRESS:

DATE:

QUESTIONS:

SECTION XI – CERTIFICATIONS & SUBSTITUTE W-9

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)

(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)

(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 2005)

(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)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(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 § 35-397, the below entity does not have a scrutinized business operation in either Sudan or Iran.

(firm)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(Purchasing 09-23-2008)

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)

(address)

(signature required)

(Phone)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(Purchasing 09-23-2008)

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM	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)
☐ 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
☐ Corporation (providing health care, medical or legal services)		☐ Partnership, LLP or partnership organized as LLC or PLLC
☐ An international organization or any of its agencies or instrumentalities		☐ State of Arizona Employee
► CERTIFICATION		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),		
2. 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,		
3. 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	ARIZONA STATE UNIVERSITY	DO NOT SEND

ASU	SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM		TO IRS
► Legal Name:		TIN:	
SECTION 1 - FEDERAL INFORMATION - REQUIRED			
What is the <u>Federal</u> 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.

SECTION XII – 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.** The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Proposer for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
22. **PARKING.** The (proposer) shall obtain all parking permits and/or decals required while performing work on University premises and is to work with ASU Athletics upon award for the appropriate permits, then obtain them through ASU's Parking and Transit Office at 965-6407.
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. Notification by Proposer to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Proposer ("Proposer Parties") of this policy is a condition and requirement of this Contract. Proposer further agrees to enforce this contractual requirement against all Proposer Parties. The University's policy may be accessed through the following webpage: <http://www.asu.edu/aad/manuals/dps/dps201-05.html>.
26. **SUSTAINABILITY REQUIREMENTS:** 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 ecommerce 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.

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. Please also advise if your firm can accept payment with a Visa Card.

32. **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:

A. **Commercial General Liability**, with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona, its departments, agencies, boards and commissions as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);**(THIS AMOUNT IS PART OF THE \$1,000,000)**

Independent Contractors Coverage;

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract; and

Fire Legal Liability.

B. **Business Automobile Liability**, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona, its departments, agencies, boards and commissions as an Additional Insured with reference to this contract.

C. **Workers Compensation and Employers Liability** insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A): Statutory Arizona benefits

Employers Liability (Coverage B): \$500,000 each accident

\$500,000each employee/disease

\$1,000,000 policy limit/disease

Policy shall include endorsement for All State coverage for state of hire.

- D. **Professional Liability Insurance** with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the State of Arizona, its departments, agencies, boards and commissions, shall include one of the following types of Professional Liability policies (if applicable to the scope of work):

Directors and Officers
Errors and Omissions
Medical Malpractice
Druggists Professional
Architects/Engineers Professional
Lawyers Professional
Teachers Professional
Accountants Professional
Social Workers Professional

Other (Specify profession from Scope of Work)

The State of Arizona, its departments, agencies, boards and commissions shall be named as an Additional Insured as their interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

- E. The State of Arizona, its departments, agencies, boards and commissions reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.
- F. Certificates of Insurance acceptable to the State of Arizona, its departments, agencies, boards and commissions shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona, its departments, agencies, boards and commissions as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be cancelled until at least thirty (30) days prior written notice has been given to the State of Arizona, its departments, agencies, boards and commissions. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

G. Failure on the part of the Proposer to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona, its departments, agencies, boards and commissions may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona, its departments, agencies, boards and commissions shall be repaid by the Proposer upon demand, or the State of Arizona, its departments, agencies, boards and commissions may offset the cost of the premiums against any monies due to the Proposer. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona, its departments, agencies, boards and commissions. Proposer and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its departments, agencies, boards, commissions, employees and officers.

- 33. 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.
- 34. 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.
- 35. 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.

- 36. 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.
- 37. 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 for services will not increase more than a maximum of three (3) percent per year and a total of fifteen (15) percent over a five (5) year period.