



November 17, 2008

REQUEST FOR PROPOSAL

**RFP 110903 LED Video Displays and Fascia Enhancement for Sun
Devil Stadium and other Venues**

DUE: 3: 00 P.M., MST, 12/12/08

Deadline for Inquiries

5:00 P.M., MST, 12/05/08

Time and Date Set for Closing

3:00 P.M., MST, 12/12/08

TABLE OF CONTENTS

TITLE	PAGE
REQUEST FOR PROPOSAL	3
PURPOSE OF THE RFP	4
PRE-PROPOSAL CONFERENCE	6
GENERAL INSTRUCTIONS TO PROPOSERS.....	7
SPECIFIC INSTRUCTIONS TO PROPOSERS	14
Acceptance And Payment.....	18
A.1.1.d. SCOPE OF WORK.....	20
A.1.2.d. SCOPE OF WORK.....	23
A.1.3.d. SCOPE OF WORK.....	25
B.2.2.d. SCOPE OF WORK.....	33
GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS.....	35
SUPPLIER SUSTAINABILITY QUESTIONNAIRE	36
PROPOSER QUALIFICATIONS.....	41
EVALUATION CRITERIA.....	42
PRICING SCHEDULE.....	43
FORM OF PROPOSAL / SPECIAL INSTRUCTIONS	44
TERMS & CONDITIONS.....	45
CERTIFICATIONS AND FORMS	57
PROPOSER INQUIRY FORM	58
CONFLICT OF INTEREST CERTIFICATION	59
FEDERAL DEBARRED LIST CERTIFICATION	60
ANTI-LOBBYING CERTIFICATION.....	62
LEGAL WORKER CERTIFICATION.....	64
SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION.....	65
SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM.....	66

SECTION I.

REQUEST FOR PROPOSAL

RFP NO. 110903

Arizona State University is requesting sealed proposals from qualified firms or individuals for LED Video Display and Fascia Enhancement for Sun Devil Stadium and other Venues

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, December 12, 2008 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

Douglas P. Feckovics
Douglas P. Feckovics
Buyer

YR/dpf

PURPOSE OF THE RFP

1. BACKGROUND INFORMATION

ARIZONA STATE UNIVERSITY ATHLETIC PROGRAM

Overview

A member of the academically and athletically gifted Pacific-10 Conference, Arizona State has 10 intercollegiate sports for men and 12 for women at the Division I level. The University has produced excellence in team sports (more than 100 national team titles) while producing some of the nation's best and well-known athletes (Phil Mickelson, Barry Bonds, and Pat Tillman). ASU strives for a top-10 finish every year in the NACDA's Directors' Cup, if not higher, and aims to Pac-10 Conference championships.

ARIZONA STATE UNIVERSITY

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

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

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

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

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

GREATER PHOENIX METROPOLITAN AREA

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

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

2. INTENT

The following Request for Proposal (RFP) represents the minimum requirements to furnish, install and integrate a new LED video display into the existing structure and add a series of LED parapet fascia at Sun Devil Stadium at Arizona State University in Tempe Arizona.

"The Contractor will provide the Work described in the Contract Documents on a 'turnkey basis'. Work covered by this Agreement includes, unless otherwise indicated, the manufacture, supply, delivery, labor and testing of all equipment and materials necessary to operate a large screen video display as described in the Contract Documents, and particularly in the specifications and standards outlined in this RFP."

Proposers responding to this RFP must provide pricing for a complete turnkey installation, including pricing for the provision and installation of all items necessary to provide a finished and fully operational system. Materials or equipment required for the provision and installation of such a system, not expressly addressed in this RFP, is understood to be the responsibility of the Proposer.

The Contractor shall provide a complete, workable and operational system including all labor, equipment, tools, material, engineering, supervision, licenses, insurance, permits and bonds to: engineer, manufacture and install a fully integrated and operational LED video display including all noted processing and integration highlighted by the following:

- One (1) 25mm full color outdoor LED Display (24H x 32'W)
- Two (2) 20mm LED Field-Level Fascia Sections (4'H x 300'W)

3. TERM OF CONTRACT

Contract shall commence when agreement is executed. Contract will end when all equipment purchased, under this contract have been delivered, completely installed, and approved by Intercollegiate Athletics (ICA) as specified in the contract. Anticipated completion of project should be October, 2009.

SECTION III.

PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.

The Proposer shall have access to the site to examine the site and take note of all conditions affecting the conduct and completion of the work. Submission of a Proposal will be deemed confirmation that the Proposer has complied with these requirements. Proposers are clearly advised that any drawings, plans and charts describing aspects of the site provided as part of this document are not to be considered as definitive or as a substitute for any information which would otherwise be obtained by the Proposer during a formal Site inspection. The two scheduled dates and times are as follows:

November 20, 2008, 9:00AM – 11:30AM, MST

December 4, 2008, 9:00AM – 11:30AM, MST

Lobby of the Carson Student Athlete Center
502 E Veterans Way
Tempe, AZ 85281

<http://www.asu.edu/map/interactive/?campus=tempe&building=CSAC#>

http://www.asu.edu/parking/pdf/asu_pts_tempe2008_web.pdf

SECTION IV.

GENERAL 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 shall be in a sealed envelope marked:

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

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

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building (USB) 1551 S. Rural Road, Tempe AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). Visitors may park in the USB Lot 45, located directly behind the building, using the Pay by Space machine, which has a cost of \$1.00 per hour. 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, four (4) additional copies and one copy on CD.**
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 X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.
12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 180 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

13. 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 IX. These terms and conditions are intended to be incorporated into the agreement between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.** Special terms and conditions address subjects that are important to the University. Proposers may suggest alternatives to these special terms and conditions. **However, proposals that are contingent upon any changes to these special terms and conditions will be at a competitive disadvantage in the proposal evaluation process.**
14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
15. 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.
- Other Definitions:
- "Proposer" shall mean each vendor that has received the RFP and will be submitting a proposal on the project.
 - "Contractor" shall mean the vendor that has been selected to provide products or services, or both, as outlined in this document, to ASU.
 - "Owner" shall mean ASU.
 - "Contract" shall mean the binding agreement provided to the contracted party.
 - "Site" shall refer to Sun Devil Stadium, Tempe Arizona.
16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements

in the specifications/scope of work. Unless the Proposer specifically cites, in writing, where they are “Not Compliant” it shall be deemed that the Proposer understands, agrees to and accepts all matters. In a case of non-compliance, the Proposer is to indicate all relevant qualifications or alternatives, which Proposer wishes ASU to consider

17. All responses and accompanying documentation will become the property of the University at the time the proposals are opened.
18. 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 (2) Universities may purchase goods and/or services from any agreement resulting from this solicitation.**
19. 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.
20. 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.
21. 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:

Douglas P. Feckovics
Purchasing and Business Services
University Services Building
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212
Tel: 480-965-9514
Fax: 480-965-2234
douglas.feckovics@asu.edu

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section VIII 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 VIII of this Request for Proposal.

22. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
23. 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.
24. 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.
25. 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.

26. 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 Proposer 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 Proposer 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 Proposer. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

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

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

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

27. **EXCEPTIONS:** Any exception taken to the requirements of the RFP must be included in the proposal submitted. Submission of a proposal without exception signifies that the Firm accepts all requirements of the RFP and will execute a contract, if offered, on the ASU standard form, which is supplied in the RFP.
29. 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. 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.

Intercollegiate Athletics

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.

SPECIFIC INSTRUCTIONS TO PROPOSERS

1. DESCRIPTION

The Contractor shall be responsible for the provision and installation of all structural

components and mounting required accommodating the new system. The Contractor shall be responsible for providing all display equipment as described. Contractor shall be responsible for assembly, modifications (if necessary) and mounting of all display components onto a new structure. Owner will provide for power and electrical distribution to defined demarcation point (Primary Power), and Proposer will be responsible for all power and electrical distribution from demarcation point (Secondary Power). The Proposer will provide all data distribution and final terminations for both electrical and data.

2. EQUIPMENT LIST

Proposers shall provide a complete list of all equipment and their respective quantities. This list shall indicate all spare items. This should also include complete technical documentation describing the fundamental design and detail technical aspects of each item of electrical equipment.

3. PROPOSER'S TEAM

The Proposer shall identify all key members of its proposed project team. The Proposer shall specifically identify the individual who shall be the dedicated Project Manager and his/her qualifications. The Proposer shall also identify each Professional Engineering and Sub-contractor and their respective qualifications.

4. CONSTRUCTION SAFETY

The Contractor shall comply at all times with applicable laws and the rules and regulations established by the Owner regarding the conduct of work at the Scope Arena, including, without limitation the Owner's policies regarding workplace safety. Contractor agrees to defend, indemnify and hold harmless ASU and the State of Arizona acting by and through the State Board of Higher Education on behalf of Arizona State University and its directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses"), arising out of or in connection with any act or omission, or intentional misconduct, on the part of Contractor or any of its employees or agents.

Contractor acknowledges that neither it nor any person under its employ is covered by ASU's workers' compensation insurance and represents to ASU that it has in effect and will continue to carry its own such insurance. Contractor agrees to indemnify and hold ASU harmless from any and all claims, demands, damages, actions, suits, liabilities and losses of any kind or character (including attorney fees) arising out of or connected in any way with its failure to carry such insurance. Reference Section XI, Terms & Conditions #21 and Special Terms and Conditions, #41

5. DELIVERY, STORAGE AND SECURITY

The Contractor shall deliver to the site all system components and related materials at its own expense. The Contractor shall unload, uncrate, assemble, and transport each component to its desired location for installation and install the system on-site in accordance with the facility scheduling and on site regulations. The Contractor will be responsible for the cleanup and disposal of all packaging materials and debris. The contractor is responsible for providing any

temporary on-site storage for equipment and materials. ASU's are not responsible for security or insurance related to said equipment or materials. Any temporary storage requirements must be coordinated with the facility.

6. SUBMITTALS

Upon award of contract, Contractor shall be required to provide submittals to ASU within thirty (30) days of award. A certified engineer registered in the State of Arizona must stamp all structural drawings. The following required submittals will be defined by guidelines established by ASU and shall include but not be limited to:

- Product Data Specifications
- Fabrication Shop Drawings
- Engineering Calculations for all structural support drawings
- Installation /Attachment/Shop Drawings
- Copies of all required business licenses.
- Copies of all insurance requirements as outlined.
- Electrical/Data Cabling Diagrams
- Component Weight and Power Calculations
- Operation/Maintenance Manuals
- Delivery/Installation/Timeline Schedule

Prior to starting production, the Contractor shall submit shop drawings to the Owner for inspection that indicate materials, dimensions, power requirements, and any other pertinent information. The Contractor will ensure that the dimensions and specifications of each component and all systems fit within the building allowances. The Contractor will advise the Owner of any discrepancy that could affect installation.

7. WARRANTY AND SERVICE

Warranty labor and materials all new LED Video Displays for twenty-four (24) months following the date of Final Acceptance. During this time the system shall be free of defects and deficiencies and conform to the drawings and specifications to the quality, function, and characteristics. Contractor will repair or replace defects that occur in labor or materials within the 24 month Warranty Period to the quota established at the commencement of the Warranty Period (at the time of final sign-off, contractor must supply a full 2% of spare parts inventory, regardless of spare parts used during testing).

8. TRAINING

The Contractor at its own expense will provide designated **ASU** employees' operator and maintenance training. Training will be performed at the site by a qualified technician and occur either during the time of the installation of the Equipment or immediately thereafter. The training shall cover the operation, routine maintenance and troubleshooting of the displays and control equipment. At the time of training, the Contractor will supply the Owner with four (4) complete sets of operator's manuals including wiring diagrams to cover all the aspects of the training.

Training shall consist of at least two (2) full days of training and the Contractor will be required to have a qualified operator and technician on site for the first two (2) events.

9. NO PROMOTION OR ADVERTISING BY CONTRACTOR

The Contractor shall not display its trademarks or insignia upon any of the Equipment, nor shall the Contractor name the Equipment or the fact that the equipment is installed at the Site in any part of its promotion or advertising of the Contractor's business (including, without limitation, any statement that it has supplied the Equipment or maintains same) without the consent of the Owner, which consent may be withheld by the Owner in its sole and absolute discretion.

10. TESTING AND ACCEPTANCE

Contractor must demonstrate the full capabilities of the video displays and prove performance meets contractual specifications. Confirmation will be required of, but not limited to the following functions: operation of each system component, control functionality, diagnostic capabilities, screen brightness, color temperature and viewing angles. Upon notice from the Contractor of substantial completion and at a time to be mutually agreed upon, the Contractor will arrange for the testing of all operations of the systems comprised in scope of work at the time of substantial completion. The following items must be completed and signed off by an appropriate ASU official before the Owner will deem the system "Accepted":

- Brightness and uniformity shall be demonstrated and must meet the specification described. If the demonstration exhibits the display in noncompliance with the specifications, it will be the responsibility of the Contractor to make the necessary adjustments or to adjust, repair or replace the components necessary to meet the specifications. ASU will not be responsible for any added costs as a result of an unsuccessful acceptance test.
- Functionality of the displays' control system, as specified, shall be demonstrated in its entirety.
- Acceptance of the system includes, but not limited to, the completed installation of all physical components. Tests of the system shall not occur until after the system has been installed, and all work completed on the display systems.

11. PARTS AND LABOR WARRANTY

All proposals shall include a parts and labor warranty on all proposed equipment for two (2) years from the date of acceptance. Proposers will supply at least one local (within 100 miles) service employee or authorized service agent for servicing and repair of all equipment. The local service entity shall be one that will provide the following emergency response availability.

- Telephone service assistance and technical support 8am – 10pm PST, 7-days per week.
- Parts exchange program, including same day shipment of exchange parts. The manufacturer must keep a ready stock of key assemblies available to ship out upon notice of a parts failure. The advance replacement should contain all of the shipping information and packaging necessary to return the defective unit at no charge to the facility.

12. SPARE PARTS

As part of the Contract, the Contractor will supply a 2% spare parts inventory that must be confirmed at the time of final sign-off. Failed parts shall be returned to the Contractor for repair at a service location to be determined in the United States. The contractor shall replace failed parts that cannot be repaired. During the Warranty Period and with respect to the Work and Equipment, to the extent possible, the Contractor will use available spare parts in inventory with the Owner to make repairs and will replenish the Owner's inventory of spare parts by replacing any spare parts used for such purposes with new identical or equivalent parts when the failed part cannot be repaired. Contractor will repair or replace and then return any failed parts within fifteen (15) days of receipt from ASU.

13. ACCEPTANCE AND PAYMENT

At no time, including, without limitation, upon substantial performance and when title to the Equipment passes to Owner, will the Owner be liable for the payment of any royalties, license or other fees to the Contractor or third parties as a result of the owners acceptance, use or enjoyment of the Equipment or resulting from the replacement of broken or worn out parts of the Equipment. Financial payment terms will be as follows:

- 10% Upon contract award (within 10 days of LOI)
- 25% Upon receipt of completed and accepted submittal package.
- 25% Upon delivery of equipment (100%)
- 25% Upon substantial completion.
- 10% Upon testing and acceptance.
- 5% Final payment will be released net 60 of final testing and acceptance.

14. RELATIONSHIP OF THE PARTIES

The relationship between Contractor and ASU is strictly that of an independent contractor. Contractor shall have no authority to enter into any contracts or incur any obligations binding upon ASU, unless ASU agrees in advance in writing.

APPENDIX "A"

PRODUCT SPECIFICATIONS AND INSTALLATION REQUIREMENTS

SECTION 1: SUN DEVIL STADIUM

A.1.1 PRIMARY VIDEO DISPLAY REPLACEMENT

A.1.2. PARAPET LEVEL LED FASCIA DISPLAYS

A.1.3. FIELD LEVEL LED FASCIA DISPLAYS

APPENDIX "A" - SECTION 1: SUN DEVIL STADIUM

A.1.1 PRIMARY VIDEO DISPLAY REPLACEMENT

A.1.1.a. LED DISPLAY SPECIFICATIONS

- Quantity: 2 Video Display(s)
- Minimum Pixel Resolution: 25mm physical pixel resolution
- Recommended Active Area of Displays: 23.62'H x 41.99'W (Maximum cabinet dimensions not to exceed 24.20'H x 42.00'W).
- Minimum Resolution: 288 x 512 based on maximum pixel pitch of 25mm
- Minimum Brightness: 5500nits (100% white with automatic color-correction "on")
- System must maintain a minimum brightness level of 5500nits throughout the first 10,000hrs. of use or 36months from the time of acceptance, whichever is longer.
- Display's intensity shall be adjustable to a minimum of 32 levels.
- Minimum 4,096 levels of intensity for each color (red, blue, pure green) 14-bit processing.
- 6,500°-9,000° Kelvin color temperature. Color temperature shall remain constant across specified horizontal and vertical viewing angles.
- Modules must have black-faced LED's for maximum contrast
- Refresh rate shall be greater than 1000+Hz
- Video frame rate at or greater than 60 frames per second
- 100% digital system architecture
- Must accept SDI, HD, S-Video, and Composite Video inputs
- Service accessibility for all components of the displays shall be from the rear.
- Adjoining Pixels to exhibit not more than 2% variation of luminance and all pixels in display not more than 6% variation of luminance. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36months from the time of acceptance, whichever is longer.
- Adjoining pixels to exhibit not more than $\Delta u'v'.002$ in variation of chromaticity and all pixels in display not more than $\Delta u'v'.007$ in variation of chromaticity. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Minimum of a 160° ($\pm 80^\circ$) horizontal viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.
- Minimum of a 160° ($\pm 80^\circ$) vertical viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.

ALTERNATE NO.1 – PRIMARY DISPLAYS - REPLACE BASE BID 25mm WITH 20mm

- Quantity: 2 Video Display(s)
- Minimum Pixel Resolution: 20mm physical pixel resolution
- Recommended Active Area of Displays: 23.10'H x 41.99'W (Maximum cabinet dimensions not to exceed 24.20'H x 42.00'W).
- Minimum Resolution: 352 x 640 based on maximum pixel pitch of 25mm
- Minimum Brightness: 5500nits (100% white with automatic color-correction "on")

- System must maintain a minimum brightness level of 5500nits throughout the first 10,000hrs. of use or 36months from the time of acceptance, whichever is longer.
- Display's intensity shall be adjustable to a minimum of 32 levels.
- Minimum 4,096 levels of intensity for each color (red, blue, pure green) 14-bit processing
- 6,500°-9,000° Kelvin color temperature. Color temperature shall remain constant across specified horizontal and vertical viewing angles.
- Modules must have black-faced LED's for maximum contrast
- Refresh rate shall be greater than 1000+Hz
- Video frame rate at or greater than 60 frames per second
- 100% digital system architecture
- Must accept SDI, HD, S-Video, and Composite Video inputs
- Service accessibility for all components of the displays shall be from the rear.
- Adjoining Pixels to exhibit not more than 2% variation of luminance and all pixels in display not more than 6% variation of luminance. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36months from the time of acceptance, whichever is longer.
- Adjoining pixels to exhibit not more than $\Delta u'v'.002$ in variation of chromaticity and all pixels in display not more than $\Delta u'v'.007$ in variation of chromaticity. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer..
- Minimum of a 160° ($\pm 80^\circ$) horizontal viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.
- Minimum of a 160° ($\pm 80^\circ$) vertical viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.

A.1.1.b. PRIMARY VIDEO DISPLAY – PROCESSING AND CONTROLS

Video screen control system must provide the ability to manage: brightness (multi-level), video input, image position: size and scale, adjustable gamma correction, remote display function (on/off), remote power function (on/off), color, color temperature, contrast and sharpness. The processor shall support the following inputs: HD-SDI video in either 480P, 720P or 1080I and SDI (601) video, RGB HV, YUV, YC, composite video (SMPTE/EIA RS170A), component analog (NTSC, VGA, SVGA). System must be capable of accepting a serial feed from the scoring or 3rd party stats and sport ticker feeds. All processing is to be housed in the noted control room area. Contractor is responsible for providing all required components, racks and wiring necessary to manage and control the video display from a location outside of the display housing. System architecture must allow for 100% processing and control redundancy with auto sensing and switch-over features in case of an "in-game failure".

A.1.1.c. ENGINEERING

The Bidder must submit drawings and calculations, stamped by a professional engineer, registered in the State of Arizona to ASU. ASU must approve all drawings in writing prior to the fabrication and installation of any equipment. The Bidder, not ASU, is solely responsible for the verification and integrity of all engineering calculations. It will be the responsibility of the Bidder to determine the level of reinforcement, if any, required to the primary building structure as required for support of scoreboard structures and displays. Contractor is responsible for taking all seismic considerations into account (where applicable) and making structural provisions for any such requirements. Contractor is solely responsible for verification of all information provided or implied.

A.1.1.d. SCOPE OF WORK

The following outlines the turnkey delivery, installation and maintenance responsibilities that define the project scope of work for the identified section. Any and all work outlined in this section is the responsibility of the Contractor unless otherwise noted. Contractor is required to provide all labor, materials, tools, supervision and equipment to perform the following scope of work. The scope of work for the outlined section includes but is not limited to:

- Removal and disposal of existing elements including but not limited to: the existing video display, matrix display, sub-structures, electrical (where applicable), area flashing and finishes.
- Based on the individual specifications of the cabinets provided, contractor shall remove reconfigure and reinstall necessary steel sub-structure for LED mounting. ASU must provide a release based on contractor submittal of contractor supplied engineered drawings prior to removal or reconfiguration of any primary or secondary steel.
- Based on the individual specifications of the vendor-specific equipment, contractor shall remove reconfigure and distribute the required power and data throughout the infrastructure of the building itself and the individual display structures.
- Based on the individual specifications of the vendor-specific equipment, contractor shall be responsible for insuring that all equipment is supported with adequate cooling (forced-air systems are not considered sufficient).
- Install LED components onto structure.
- Deliver all Equipment to site and convey to appropriate locations within site as directed by ASU.
- Store all Equipment in a safe and secure manner until installed, or otherwise directed by ASU.
- Terminate and accept Control Room Link cable as directed by ASU.
- Provide required electrical and data cable: connect all equipment with power, signal and control wiring.
- Integrate all necessary processing and controls.
- Commission display and all related controls and processing as specified.
- Provide 20 custom graphics + 20 stock graphics for the primary video screen.

A.1.1.e. STRUCTURAL CONSIDERATIONS

Contractor is responsible to design, engineer, build, deliver, install, integrate and commission a complete turnkey scoreboard structure with all required sub-structure needed to support all display components, flashing and any other related equipment shall be the responsibility of the Contractor to furnish and install. Contractor is responsible for design and erection of all materials related to the new equipment.

- Structure is to be fabricated using structural steel and aluminum (optional), no plywood or inferior building materials will be accepted.
- Structure must be completely weatherproofed as a part of the reassembly, flashing and finishing process.
- Internal sub-structure must provide adequate access to all LED panels through modification of the existing catwalks and/or ships ladders.
- All welders must be certified and field welds must be tested prior to painting. To minimize fading or oxidation, all finishes must be primed and coated. All areas of the primary and support structure must be primed and painted to match the support finish.

A.1.1.f. ELECTRICAL AND DATA

The electrical design and installation of all branch circuits by the Contractor must comply with federal, state and local codes. The Bidder shall provide an electrical and data diagram. Electrical design and engineering must be reviewed and approved by ASU prior to any electrical work by the Contractor. The Contractor will be responsible for all necessary upgrades to the primary power sources; power

distribution to each necessary display cabinet. The Contractor will be responsible for the provision and installation of all load centers, breaker panels, circuit breakers, fiber, cable, conduit as required distributing power and data to the displays. The Contractor shall be responsible for termination and final connect of power to all elements. Circuit-breakers and resets are to be located at the catwalk level.

All electrical equipment provided in response to this RFP must be listed with an approved testing agency (UL or Entela) for all specified components. Any equipment not certified as such shall require on site certification by a listed testing agency, performance and any incurred cost of which shall be the responsibility of the Contractor. Written proof of certification or equivalent will be required prior to any work being performed on site. Bidder shall provide, route and install all necessary conduit (where required) and data/control cables for each of the display components supplied in response to this RFP. Main video screens to fed and controlled from 1st floor control room via existing multi-mode fiber. Vendor to provide all required fiber transmitters and receivers including all required amplification (where required) to produce optimal signal strength. Contractor will be responsible to terminate and perform final connection of all cables. Cables will be routed from the specified control locations to the display components per contractors' diagram. Industry standards including approved connectors and terminators must be used at all times.

A.1.1.g. AESTHETIC CONSIDERATIONS

At the time of the release of this RFP the Owner is still confirming certain finishes and aesthetic design elements for consideration. Please take note of the following:

- Prior to contract award, the Contractor must provide a comprehensive outline of all intended flashing and finish detail for Owner approval. All Bidders are to assume premium finishes in their proposal.
- No promotion or advertising by contractor: the Contractor shall not visibly display its trademarks or insignia on any of the equipment or structural elements.

A.1.2. PARAPET LEVEL LED FASCIA DISPLAYS

A.1.2.a. LED FASCIA DISPLAY SPECIFICATIONS

- Quantity: 2 Fascia Display
- Minimum Pixel Resolution: 25mm physical pixel resolution.

- Minimum Active Area of Displays: 3.28'H by 299.21'W.
- Minimum Resolution: 40 x 3648 based on maximum pixel pitch of 25mm
- Minimum Brightness: Min. 5500nits (100% white with automatic color-correction "on"))
- Display's intensity shall be adjustable to a minimum of 32 levels.
- Minimum 4,096 levels of intensity for each color (red, blue, pure green) 14-bit processing.
- 6,500°-9,000° Kelvin color temperature. Color temperature shall remain constant across specified horizontal and vertical viewing angles.
- Modules must have black-faced LED's for maximum contrast.
- Refresh rate shall be greater than 1000+Hz
- Video frame rate at or greater than 60 frames per second.
- 100% digital system architecture.
- Must accept SDI, S-Video, and Composite Video inputs.
- Service accessibility for all components of the displays shall be from the top.
- Adjoining Pixels to exhibit not more than 3% variation of luminance and all pixels in display not more than 6% variation of luminance. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Adjoining pixels to exhibit not more than $\Delta u'v'.003$ in variation of chromaticity and all pixels in display not more than $\Delta u'v'.008$ in variation of chromaticity. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Minimum of a 140° ($\pm 70^\circ$) horizontal viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.
- Minimum of a 140° ($\pm 70^\circ$) vertical viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.

A.1.2.b. FASCIA DISPLAY PROCESSING AND CONTROLS

Contractor must provide a fully functional fascia control system capable of production, CG and game management. The system must have the ability to build graphics, scale and accept live sports-ticker and statistics feeds. Fascia control system must provide the ability to manage: brightness (multi-level), video input (opt. VGA), image position: size and scale, adjustable gamma correction, display function (on/off), color and color temperature. The processor shall support the following inputs: DVI, VGA (optional). All processing is to be housed in the noted control room area. Contractor is responsible for providing all required components, racks and wiring necessary to manage and control the video display from a location outside of the display housing. System architecture must allow for 100% processing and control redundancy with auto sensing and switch-over features in case of an "in-game failure".

A.1.2.c. ENGINEERING

Refer to A.1.1.c. ENGINEERING

A.1.2.d. SCOPE OF WORK

The following outlines the turnkey delivery, installation and maintenance responsibilities that define the project scope of work. Any and all work outlined in this section is the responsibility of the Contractor unless otherwise noted. Contractor is required to provide all labor, materials, tools, supervision and equipment to perform the following:

- Removal, repositioning and re-installation of various existing sign elements including but not limited to cabinets, sub-structure, area flashing and finishes.
- Based on the individual specifications of the cabinets provided, contractor shall provide approved mounting devices.
- Provide engineered stamped drawings of all attachments and hardware.
- Based on the individual specifications of the vendor-specific equipment, contractor shall provide the necessary power and data throughout the field-level display.
- Deliver all Equipment to site and convey to appropriate locations within site as directed by ASU.
- Store all Equipment in a safe and secure manner until installed, or otherwise directed by ASU.
- Provide required electrical and data cable: connect all equipment with power, signal and control wiring.
- Provide 20 custom graphics + 20 stock graphics for the field-level LED fascia.

A.1.2.e. STRUCTURAL CONSIDERATIONS

Contractor is responsible to design, engineer, build, deliver, install, integrate and commission a complete turnkey fascia system. All attachments, flashing and finishes shall be the responsibility of the Contractor to furnish and install.

A.1.2.f. ELECTRICAL AND DATA

Refer to A.1.1.f. ELECTRICAL AND DATA

A.1.3. FIELD LEVEL LED FASCIA DISPLAYS

A.1.3.a. LED FASCIA DISPLAY SPECIFICATIONS

- Quantity: 2 Field-Level Fascia Display
- Minimum Pixel Resolution: 16mm physical pixel resolution.
- Minimum Active Area of Displays: 3.78'H by 29.40'W.
- Minimum Resolution: 72 x 560 based on maximum pixel pitch of 16mm
- Minimum Brightness: Min. 5500nits (100% white with automatic color-correction "on")
- Display's intensity shall be adjustable to a minimum of 32 levels.
- Minimum 4,096 levels of intensity for each color (red, blue, pure green) 14-bit processing .
- 6,500°-9,000° Kelvin color temperature. Color temperature shall remain constant across specified horizontal and vertical viewing angles.
- Modules must have black-faced LED's for maximum contrast.
- Refresh rate shall be greater than 1000+Hz
- Video frame rate at or greater than 60 frames per second.
- 100% digital system architecture.
- Must accept SDI, S-Video, and Composite Video inputs.
- Service accessibility for all components of the displays shall be from the front.
- Adjoining Pixels to exhibit not more than 3% variation of luminance and all pixels in display not more than 6% variation of luminance. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Adjoining pixels to exhibit not more than $\Delta u'v'.003$ in variation of chromaticity and all pixels in display not more than $\Delta u'v'.008$ in variation of chromaticity. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer..
- Minimum of a 140° ($\pm 70^\circ$) horizontal viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.
- Minimum of a 140° ($\pm 70^\circ$) vertical viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.

A.1.3.b. FIELD-LEVEL FASCIA DISPLAY PROCESSING AND CONTROLS

Contractor must provide the necessary fascia processing with the ability to manage: brightness (multi-level), video input (opt. VGA), image position: size and scale, adjustable gamma correction, display function (on/off), color and color temperature. The processor shall support the following inputs: DVI, VGA (optional). All processing is to be housed in the noted control room area. Contractor is responsible for providing all required components, racks and wiring necessary to manage and control the video display from a location outside of the display housing. System architecture should integrate with the game-operating system from the parapet fascia.

A.1.3.c. ENGINEERING

Refer to A.1.1.c. ENGINEERING

A.1.3.d. SCOPE OF WORK

The following outlines the turnkey delivery, installation and maintenance responsibilities that define the project scope of work. Any and all work outlined in this section is the responsibility of the Contractor

unless otherwise noted. Contractor is required to provide all labor, materials, tools, supervision and equipment to perform the following:

- Contractor shall work with ASU representatives to identify two locations in the North end of the field for placement and installation of two (2) field-level fascia systems.
- Based on the individual specifications of the cabinets provided, contractor shall provide approved mounting devices.
- Provide engineered stamped drawings of all attachments and hardware.
- Based on the individual specifications of the vendor-specific equipment, contractor shall provide the necessary power and data throughout the field-level display.
- Deliver all Equipment to site and convey to appropriate locations within site as directed by ASU.
- Store all Equipment in a safe and secure manner until installed, or otherwise directed by ASU.
- Provide required electrical and data cable: connect all equipment with power, signal and control wiring.
- Provide 20 custom graphics + 20 stock graphics for the field-level LED fascia.

A.1.3.e. STRUCTURAL CONSIDERATIONS

Contractor is responsible to design, engineer, build, deliver, install, integrate and commission a complete turnkey field-level fascia system. All attachments, flashing and finishes shall be the responsibility of the Contractor to furnish and install.

A.1.3.f. ELECTRICAL AND DATA

Refer to A.1.1.f. ELECTRICAL AND DATA

END –APPENDIX “A”

SECTION V.

APPENDIX "B"

PRODUCT SPECIFICATIONS AND INSTALLATION REQUIREMENTS

SECTION 2: WELLS FARGO ARENA

B.2.1 CENTER HUNG SCOREBOARD REPLACEMENT

B.2.2 END-ZONE DISPLAYS

APPENDIX "B" - SECTION 2: WELLS FARGO ARENA

B.2.1 CENTER HUNG SCOREBOARD REPLACEMENT

B.2.1.a. PRIMARY LED CENTER HUNG VIDEO DISPLAYS

- Quantity: 4 Video Display(s)
- Minimum Pixel Resolution: 10mm physical pixel resolution (SMD)
- Recommended Active Area of Displays: 7.87'H x 10.49'W
- Minimum Resolution: 240 x 320 based on maximum pixel pitch of 10mm
- Minimum Brightness: 2000nits (100% white with automatic color-correction "on")
- System must maintain a minimum brightness level of 2000nits throughout the first 10,000hrs. of use or 36months from the time of acceptance, whichever is longer.
- Display's intensity shall be adjustable to a minimum of 32 levels.
- Minimum 4,096 levels of intensity for each color (red, blue, pure green) 14-bit processing.
- 6,500°-9,000° Kelvin color temperature. Color temperature shall remain constant across specified horizontal and vertical viewing angles.
- Modules must have black-faced LED's for maximum contrast
- Refresh rate shall be greater than 1000+Hz
- Video frame rate at or greater than 60 frames per second
- 100% digital system architecture
- Must accept SDI, HD, S-Video, and Composite Video inputs
- Service accessibility for all components of the displays shall be from the rear.
- Adjoining Pixels to exhibit not more than 2% variation of luminance and all pixels in display not more than 6% variation of luminance. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Adjoining pixels to exhibit not more than $\Delta u'v'.002$ in variation of chromaticity and all pixels in display not more than $\Delta u'v'.007$ in variation of chromaticity. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Minimum of a 160° ($\pm 80^\circ$) horizontal viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.
- Minimum of a 160° ($\pm 80^\circ$) vertical viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.

B.2.1.b. PRIMARY LED CENTER HUNG VIDEO DISPLAY – PROCESSING AND CONTROLS

Video screen control system must provide the ability to manage: brightness (multi-level), video input, image position: size and scale, adjustable gamma correction, remote display function (on/off), remote power function (on/off), color, color temperature, contrast and sharpness. The processor shall support the following inputs: HD-SDI video in either 480P, 720P or 1080I and SDI (601) video, RGB HV, YUV, YC, composite video (SMPTE/EIA RS170A), component analog (NTSC, VGA, SVGA). System must be capable of accepting a serial feed from the scoring or 3rd party stats and sport ticker feeds. All processing is to be housed in the noted control room area. Contractor is responsible for providing all required components, racks and wiring necessary to manage and control the video display from a location outside of the display housing. System architecture must allow for 100% processing and control redundancy with auto sensing and switch-over features in case of an “in-game failure”.

B.2.1.c. CENTER HUNG FASCIA LED SCORING/ADVERTISING SECTIONAL

- Quantity: 4 Video Display(s)
- Minimum Pixel Resolution: 16mm physical pixel resolution
- LED Type: Surface Mount Device
- Recommended Active Area of Displays: 3.36'H x 10.07'W
- Minimum Resolution: 64 x 192 based on maximum pixel pitch of 16mm
- Minimum Brightness: 2000nits (100% white with automatic color-correction “on”)
- System must maintain a minimum brightness level of 2000nits throughout the first 10,000hrs. of use or 36months from the time of acceptance, whichever is longer.
- Display's intensity shall be adjustable to a minimum of 32 levels.
- Minimum 4,096 levels of intensity for each color (red, blue, pure green) 14-bit processing.
- 6,500°-9,000° Kelvin color temperature. Color temperature shall remain constant across specified horizontal and vertical viewing angles.
- Modules must have black-faced LED's for maximum contrast
- Refresh rate shall be greater than 1000+Hz
- Video frame rate at or greater than 60 frames per second
- 100% digital system architecture
- Must accept SDI, HD, S-Video, and Composite Video inputs
- Service accessibility for all components of the displays shall be from the front.
- Adjoining Pixels to exhibit not more than 3% variation of luminance and all pixels in display not more than 6% variation of luminance. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Adjoining pixels to exhibit not more than $\Delta u'v'.003$ in variation of chromaticity and all pixels in display not more than $\Delta u'v'.008$ in variation of chromaticity. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Minimum of a 140° ($\pm 70^\circ$) horizontal viewing angle. Defined at 50% of full intensity, with automatic color-correction “on”, at stated angle maximum.
- Minimum of a 140° ($\pm 70^\circ$) vertical viewing angle. Defined at 50% of full intensity, with automatic color-correction “on”, at stated angle maximum.

B.2.1.d. CENTER HUNG FASCIA LED LOWER RING

- Quantity: 1 Ring

- Minimum Pixel Resolution: 16mm physical pixel resolution
- LED Type: Surface Mount Device
- Recommended Active Area of Displays: 2.52'H x43.68'W (Circumference based on a diameter of 13.6')
- Minimum Resolution: 48 x 832 based on maximum pixel pitch of 16mm
- Minimum Brightness: 2000nits (100% white with automatic color-correction "on")
- System must maintain a minimum brightness level of 2000nits throughout the first 10,000hrs. of use or 36months from the time of acceptance, whichever is longer.
- Display's intensity shall be adjustable to a minimum of 32 levels.
- Minimum 4,096 levels of intensity for each color (red, blue, pure green) 14-bit processing.
- 6,500°-9,000° Kelvin color temperature.. Color temperature shall remain constant across specified horizontal and vertical viewing angles.
- Modules must have black-faced LED's for maximum contrast
- Refresh rate shall be greater than 1000+Hz
- Video frame rate at or greater than 60 frames per second
- 100% digital system architecture
- Must accept SDI, S-Video, and Composite Video inputs
- Service accessibility for all components of the displays shall be from the front.
- Adjoining Pixels to exhibit not more than 3% variation of luminance and all pixels in display not more than 6% variation of luminance. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Adjoining pixels to exhibit not more than $\Delta u'v'.003$ in variation of chromaticity and all pixels in display not more than $\Delta u'v'.008$ in variation of chromaticity. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Minimum of a 140° ($\pm 70^\circ$) horizontal viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.
- Minimum of a 160° ($\pm 80^\circ$) vertical viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.

B.2.1.e. FASCIA DISPLAY PROCESSING AND CONTROLS

Contractor must provide a fully functional fascia control system capable of production, CG and game management. The system must have the ability to build graphics, scale and accept live sports-ticker and statistics feeds. Fascia control system must provide the ability to manage: brightness (multi-level), video input (opt. VGA), image position: size and scale, adjustable gamma correction, display function (on/off), color and color temperature. The processor shall support the following inputs: DVI, VGA (optional). All processing is to be housed in the noted control room area. Contractor is responsible for providing all required components, racks and wiring necessary to manage and control the video display from a location outside of the display housing. System architecture must allow for 100% processing and control redundancy with auto sensing and switch-over features in case of an "in-game failure".

B.2.1.f. ENGINEERING

The Bidder must submit drawings and calculations, stamped by a professional engineer, registered in the State of Arizona to ASU. ASU must approve all drawings in writing prior to the fabrication and installation of any equipment. The Bidder, not ASU, is solely responsible for the verification and integrity of all engineering calculations. It will be the responsibility of the Bidder to determine the level of reinforcement, if any, required to the primary building structure as required for support of scoreboard structures and displays. Contractor is responsible for taking all seismic considerations into account (where applicable) and making structural provisions for any such requirements. Contractor is solely responsible for verification of all information provided or implied.

B.2.1.g. SCOPE OF WORK

The following outlines the turnkey delivery, installation and maintenance responsibilities that define the project scope of work. Any and all work outlined in this section is the responsibility of the Contractor unless otherwise noted. Contractor is required to provide all labor, materials, tools, supervision and equipment to perform the following:

- Disassembly, removal, electrical/data disconnection and disposal of the existing center hung scoreboard structure, video display, matrix board and signage currently installed.
- Contractor is responsible for removing all lighting and sound elements in tact. Contractor is also responsible for the installation and re-integration of the components onto the new center hung system.
- Survey existing winch pick points and structure for use in new structure design.
- Provide Certified Arizona stamped engineering of new scoreboard structure
- Fabricate new scoreboard structure based on given loads not to exceed 18,000 pounds (winch capacity 20,000lbs). Contractor is responsible for confirming existing hoist specifications.
- Install LED supplied components onto base structures.
- Fabricate and install naming rights/sponsorship components (as depicted and specified on rendering packages).
- Confirm and reconfigure existing power to the display structure and provide any additional display power requirements.
- Coordinate with electrical subcontractor regarding placement of electrical components within scoreboard structure
- Provide all required permits and licenses.
- Verify dimensions and site conditions prior to starting work
- Contractor must confirm the existing hoist system is certified to support the new center-hung structure. Any modifications required to the hoist or the center hung designs are the responsibility of the contractor.
- Provide on site superintendent.
- Deliver all Equipment to site and convey to appropriate locations within site as directed by ASU.
- Store all Equipment in a safe and secure manner until installed, or otherwise directed by ASU.
- Terminate and accept control room link cable as provided by ASU.
- Provide required electrical and data cable: connect all equipment with power, signal and control wiring.
- Provide necessary assembly and attachment hardware.
- Connect the center hung to hoist cables provided by others.
- Integration with existing scoring system.
- Provide 20 custom graphics + 20 stock graphics (primary screen), 20 custom graphics + 20 stock graphics (fascia elements).
- Provide training per RFP.

B.2.1.h. STRUCTURAL CONSIDERATIONS

Contractor is responsible to design, engineer, build, deliver, install, integrate and commission a complete turnkey center-hung scoreboard structure with all required sub-structure needed to support all display components, flashing and any other related equipment shall be the responsibility of the Contractor to furnish and install. Contractor is responsible for design and erection of all materials related to the new equipment.

- Structure is to be fabricated using structural steel and aluminum (optional). Flooring is to be grated steel. Lesser building materials such as plywood, plastic sheathing, etc. will not be accepted for any application (catch-bins, flooring, etc.) anywhere within the structure.
- Internal sub-structure must provide adequate access to all LED panels through catwalks and ships ladders.
- Hoist capacity is rated at 18,000lbs: the total weight of all primary and secondary structural elements, display components, signage, flashing and trim cannot exceed 18,000lbs to make allowance for up to 1,000lbs sound and lighting elements.
- All welders must be certified and field welds must be tested prior to painting. To minimize fading or oxidation, all finishes must be primed and coated. All areas of the primary and support structure must be primed and painted to match the support finish.

B.2.1.i. ELECTRICAL AND DATA

The electrical design and installation of all branch circuits by the Contractor must comply with federal, state and local codes. The Bidder shall provide an electrical and data diagram. Electrical design and engineering must be reviewed and approved by the ASU prior to any electrical work by the Contractor. The Owner will provide primary power and transformer located at base of the existing scoreboard. The Contractor will be responsible for power distribution from existing transformers to each necessary display cabinet. The Contractor will be responsible for the provision and installation of all load centers, breaker panels, circuit breakers, fiber, cable, conduit as required distributing power and data to the displays. The Contractor shall be responsible for termination and final connect of power to all elements. Circuit-breakers and resets are to be located at the catwalk level.

All electrical equipment provided in response to this RFP must be listed with an approved testing agency (UL or Entela) for all specified components. Any equipment not certified as such shall require on site certification by a listed testing agency, performance and any incurred cost of which shall be the responsibility of the Contractor. Written proof of certification or equivalent will be required prior to any work being performed on site. Bidder shall provide, route and install all necessary conduit (where required) and data/control cables for each of the display components supplied in response to this RFP. Main video screens to fed and controlled from 1st floor control room via existing multi-mode fiber. Vendor to provide all required fiber transmitters and receivers (including amplifiers where required). Contractor will be responsible to terminate and perform final connection of all cables. Cables will be routed from the specified control locations to the display components per contractors' diagram. Industry standards including approved connectors and terminators must be used at all times.

B.2.1.j. AESTHETIC CONSIDERATIONS

At the time of the release of this RFP the Owner is still developing certain finishes and aesthetic design elements for consideration. Please take note of the following:

- In renderings provided as part of this RFP, the aesthetic element currently depicted at the top of the scoreboard structure identified for naming rights use is to be considered by all Bidders as a placeholder only. The design element will be changed prior to final contract award and a budget of \$25,000.00 is to be held as part of each Bidders submission to facilitate design, construction and installation of a decorative naming-rights element.
- Recessed corner sections are currently outlined as ASU school logos made of dimensional channel fabrication, halo and face-lit; mounted on perforated metal (paint color and finishes are TBD)
- Prior to contract award, the Contractor must provide a comprehensive outline of all intended flashing and finish detail for Owner approval. All Bidders are to assume premium finishes in their proposal.
- No promotion or advertising by contractor: the Contractor shall not visibly display its trademarks or insignia on any of the Equipment or structural elements.

B.2.2 END-ZONE DISPLAYS

B.2.2.a. PRIMARY LED END-ZONE VIDEO DISPLAYS

- Quantity: 2 Video Display(s)
- Minimum Pixel Resolution: 16mm physical pixel resolution (SMD)
- Recommended Active Area of Displays: 12.59'H x 16.798'W
- Minimum Resolution: 240 x 320 based on maximum pixel pitch of 16mm
- Minimum Brightness: 2000nits (100% white with automatic color-correction "on")
- System must maintain a minimum brightness level of 2000nits throughout the first 10,000hrs. of use or 36months from the time of acceptance, whichever is longer.
- Display's intensity shall be adjustable to a minimum of 32 levels.
- Minimum 4,096 levels of intensity for each color (red, blue, pure green) 14-bit processing.
- 6,500°-9,000° Kelvin color temperature. Color temperature shall remain constant across specified horizontal and vertical viewing angles.
- Modules must have black-faced LED's for maximum contrast
- Refresh rate shall be greater than 1000+Hz
- Video frame rate at or greater than 60 frames per second
- 100% digital system architecture
- Must accept SDI, HD, S-Video, and Composite Video inputs
- Service accessibility for all components of the displays shall be from the rear.
- Adjoining Pixels to exhibit not more than 2% variation of luminance and all pixels in display not more than 6% variation of luminance. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Adjoining pixels to exhibit not more than $\Delta u'v'.002$ in variation of chromaticity and all pixels in display not more than $\Delta u'v'.007$ in variation of chromaticity. Uniformity specifications above apply across all specified minimum horizontal and vertical viewing angles and must be maintained throughout the first 10,000hrs. of use or 36 months from the time of acceptance, whichever is longer.
- Minimum of a 160° ($\pm 80^\circ$) horizontal viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.
- Minimum of a 160° ($\pm 80^\circ$) vertical viewing angle. Defined at 50% of full intensity, with automatic color-correction "on", at stated angle maximum.

B.2.2.b. INTERIOR END-ZONE LED VIDEO DISPLAYS PROCESSING AND CONTROLS

Video screen control system shall provide the ability to manage: brightness (multi-level), video input, image position: size and scale, adjustable gamma correction, display function (on/off), power function (on/off), color, color temperature, contrast and sharpness. The processor shall support the following inputs: HD-SDI video in either 720P or 1080I, and SDI (601) video, RGB HV, YUV, YC, composite video (SMPTE/EIA RS170A), component analog (NTSC, VGA, SVGA). Remote control system must have the ability to control each display independently.

B.2.2.c. ENGINEERING

Refer to B.2.1.f. ENGINEERING

B.2.2.D. SCOPE OF WORK

The following outlines the turnkey delivery, installation and maintenance responsibilities that define the project scope of work. Any and all work outlined in this section is the responsibility of the Contractor unless otherwise noted. Contractor is required to provide all labor, materials, tools, supervision and equipment to perform the following:

- Remove and dispose of existing systems.
- Survey proposed locations and provide a proposed schedule of attachments to building structure.
- Provide Certified Arizona stamped engineering of new end-zone structures.
- Install LED supplied components onto base structures.
- Fabricate and install naming rights/sponsorship components.
- Confirm and reconfigure existing power to the display structure and provide any additional display power requirements.
- Coordinate with electrical subcontractor regarding placement of electrical components within scoreboard structure.
- Provide all required permits and licenses.
- Verify dimensions and site conditions prior to starting work.
- Deliver all Equipment to site and convey to appropriate locations within site as directed by ASU.
- Store all Equipment in a safe and secure manner until installed, or otherwise directed by ASU.
- Terminate and accept Control Room Link cable as provided by ASU.
- Provide required electrical and data cable: connect all Equipment with power, signal and control wiring.
- Provide necessary assembly and attachment hardware.
- Integration with existing scoring system
- Provide 20 custom graphics + 20 stock graphics (end-zone screens), 20 custom graphics + 20 stock graphics

B.2.2.e. STRUCTURAL CONSIDERATIONS

Contractor is responsible to design, engineer, build, deliver, install, integrate and commission a complete turnkey end-zone scoreboard structure with all required sub-structure needed to support all display components, flashing and any other related equipment shall be the responsibility of the Contractor to furnish and install. Contractor is responsible for design and erection of all materials related to the new equipment.

- Structure is to be fabricated using structural steel and aluminum (optional).
- Internal sub-structure must provide adequate access to all LED panels through catwalks and/or ships ladders.
- All welders must be certified and field welds must be tested prior to painting. To minimize fading or oxidation, all finishes must be primed and coated. All areas of the primary and support structure must be primed and painted to match the support finish.

B.2.2.f. ELECTRICAL AND DATA

Refer to B.2.1.h. ELECTRICAL AND DATA

B.2.2.g. AESTHETIC CONSIDERATIONS

At the time of the release of this RFP the Owner is still developing certain finishes and aesthetic design elements for consideration. Please take note of the following:

- Please refer to the renderings provided as part of this RFP for overall size, design elements, peripheral signage and finishes. Final design is subject to change based on vendor-supplied options however the contractor is responsible to facilitate design, construction and installation of all signage and decorative naming-rights/advertising elements based on the existing design.
- Prior to contract award, the Contractor must provide a comprehensive outline of all intended flashing and finish detail for Owner approval. All Bidders are to assume premium finishes in their proposal.
- No promotion or advertising by contractor: the Contractor shall not visibly display its trademarks or insignia on any of the Equipment or structural elements.

END –APPENDIX “B”

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

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

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

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

Proposer/Bidder shall provide packaging/packing materials that meet at least one of, and preferably, all of the following criteria:

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

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

SUPPLIER 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

—

—

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

- ☐ We are developing web-based documentation of “Green” initiatives (provide link)
- ☐ Our website includes “Green” reference information (provide link)
- ☐ Our website contains an environmental policy statement (provide link)
- ☐ Our website includes materials that document company’s “Green” initiatives (provide link)
- ☐ Our website contains our company’s Sustainability Report (provide link)

Other – Does your company have other web-based materials available documenting your “Green” initiatives? (provide link)

—

—

9. If you are providing a product, does the manufacturer of the product that you are 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

—

—

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 VII.

PROPOSER QUALIFICATIONS

ASU seeks to contract a vendor to perform the work as described in this RFP and to provide long-term service and support for all equipment supplied by the vendor in question. To ensure the chosen vendor has the long-term interests of ASU in mind, the following will be required in order to bid. Failure to submit to all of these requirements will eliminate a vendor from consideration in the sole discretion of ASU:

- Vendor must provide a list of a minimum of three (3) facilities (facility, contact name, title, address and current phone number) where the vendor has provided equipment and services of equivalent size and scope.
- Vendor will be required to provide a Letter of Surety from their bonding agent, stating their ability to provide a 100% payment and performance bond if they are the successful Proposer.
- Vendor must have a direct service employee or certified contractor capable of providing maintenance response with-in 8 hours of a call for service.
- Vendors must bid on the complete package including all required equipment, installation and functional connection of all equipment as described in this document. A bid submitted in response to this RFP signifies the Proposer agrees to sell to ASU the indicated products, in whole or in part, at the sole discretion of ASU.
- It shall be the Proposer's responsibility to manage installation around the facility's event schedule to ensure there are no scheduling conflicts regarding installation of the display components. Proposers are required to provide a proposed project schedule to determine if work will be required on weekends or if extended shifts will be required. The vendor will not be allowed to increase their costs because of the vendor's failure to research this aspect of their bid.
- Change orders will not be accepted for errors in estimating the cost of the project. It is the responsibility of the Proposer to confirm the existing structural, electrical and data conditions. Proposers are encouraged to view on-site conditions prior to submitting a bid.
- All Proposers must employ a structural engineer, licensed in the State of Arizona, to certify all shop drawings.
- The RFP shall act as a description of the minimum display system desired by ASU and Proposers are required to provide a solution for the base bid. Proposers are encouraged to offer viable alternatives.
- The Contractor will be responsible for obtaining all permits and licenses required to perform the work.
- The Contractor shall provide an on-site project manager to supervise all on-site work. The project manager must be a direct employee of the Contractor.

SECTION VIII.

EVALUATION CRITERIA

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

- Ability of contractor to supply all equipment as described in RFP.
- Quality of the individual products.
- Contractor capacity, capability and overall competency to perform the specified work.
- Sub-Contractor capacity, capability and overall competency to perform the specified work.
- Pricing and terms.
- Work history and references.
- Level of integration between all system components.
- Ability to meet specified timelines.
- Warranty and service provisions.
- Proposer Sustainability efforts

In addition to proposing specifically for what is specified in this RFP, the Proposer is encouraged to furnish alternative solutions that may satisfy or complement the solution proposed in this RFP. These may include, but are not limited to, alternate screen size, brightness, pixel pitch, etc. Proposers are also encouraged to suggest alternative solutions that would reduce the overall cost without hindering the performance of the system from its intended use.

SECTION IX.

PRICING SCHEDULE

SEE ATTACHMENT “A”

SECTION X.

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. A mandatory proposal certification as per Section XI.
2. Introductory letter with contact information clearly labeled on the cover page.
3. Proposer's Qualifications.
4. A complete list of references for similar installations performed in the past 3 years with name of facility, photos of installation, contact name, title, address and direct phone number.
5. A formal list of intended sub-contractors and suppliers.
6. Proposed Equipment Drawings/Renderings/Cut Sheets
7. Product cut sheets and technical data for each display item proposed.
8. Overall dimensions of each proposed display component. Active area and visual opening dimensions of each display(s).
9. Maximum weight of each display component.
10. Power requirement of each display component.
11. Line diagrams detailing interconnectivity of all power, data and control with all display components.
12. Copy of warranty information including services provided as part of the required two (2) year parts and labor warranty.
13. Spare Parts Lists: list to include spare parts that will be included for each display.
14. Price and associated data must be provided on pricing sheet supplied with this RFP.
15. Proposed timeline for completing the work (Gantt Chart format).
16. Supplier sustainability questionnaire

SECTION XI.

TERMS & CONDITIONS

1. **FINANCIAL TRANSACTION PROCESSING SERVICES (SAS 70 OR RELATED REQUIREMENTS).** For any financial transaction processing services, the Proposer agrees to provide the university annually a SAS 70 audited report (Statement on Auditing Standards No. 70: Service Organizations, "Reports on the Processing of Transactions by Service Organizations"). For credit card and/or e-check merchant related 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.
2. **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.
3. **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.

4. **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.
5. **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.
6. **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.
7. **MODIFICATIONS.** This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
8. **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.
9. **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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.

20. **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.
21. **ADVERTISING.** Proposer agrees that it will not use Arizona State University or any of its names or trademarks in any Proposer advertising.
22. **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.
23. **PARKING.** The Proposer shall obtain all parking permits and/or decals required while performing work on University premises. The Proposer should contact the Parking and Transit Department, Administration Division at 480-965-6407.
24. **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. **LEGAL WORKER REQUIREMENTS FOR SERVICE AND CONSTRUCTION CONTRACTS.** As required by Arizona Revised Statutes §41-4401, the University is prohibited after September 30, 2008 from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to

comply with Arizona Revised Statutes § 23-214-A. The Contractor 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 Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with this requirement.

26. **SUDAN AND IRAN:** Pursuant to Arizona Revised Statutes § 35-397, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.
27. **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/pdp/pdp201-05.html>.
28. **SUSTAINABILITY REQUIREMENTS: Arizona State University is dedicated to acquiring products and services that meet Sustainability requirements.** 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.
29. **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.

30. **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>.
31. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SPECIAL TERMS AND CONDITIONS

32. NA **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.
33. √ **PROPOSER TO PACKAGE GOODS.** Proposer will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Proposer's name and address; (b) University department's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Proposer shall bear cost of packaging unless specifically otherwise provided.

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

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

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

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

40. √ **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.

40. ☒ **PERFORMANCE AND PAYMENT BONDS.** The Proposer shall provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of this Agreement and the payment of all obligations (100%) rising thereunder, in such form as the University may prescribe and with approved sureties. The successful Proposer shall deliver the required bonds to the University not later than the date of executing this Agreement. The Proposer shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to this Agreement to one hundred percent (100%) of the total value amount of each change order.
41. ☒ **SALES AND USE TAX.** The Proposer agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Proposer further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Proposer or any subcontractor to comply with the provisions of any or all said laws and amendments. The University is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from the University.
42. ☒ **PERSONNEL.** Employees of the Proposer assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.

43. NA **LIQUIDATED DAMAGES.** The University and the Proposer agree that in the event that the Proposer fails to perform under this Agreement, the University will be damaged. The extent of the damage is very difficult to calculate. Therefore, the Proposer agrees to pay the University liquidated damages if the agreed upon delivery and installation dates are not met. These liquidated damages shall be % of the total Agreement price per day after the agreed on completion date, not to exceed a total of ____% of the total Agreement price.
44. NA **INSTALLMENT PAYMENT AGREEMENT.** The University is precluded from entering into an installment payment agreement unless such agreement can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the University. If funds are not allocated for this Agreement for periodic payment in any future annual fiscal period, following the University's formal request for funds, the University is not obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. The University agrees to notify the Proposer of such non-allocation at the earliest possible time. No penalty shall accrue to the University in the event this provision shall be exercised. This provision shall not be construed so as to permit the University to terminate this Agreement in order to acquire similar equipment from another party.
45. NA **PRICE ADJUSTMENT.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Proposer. The University will not approve price increases that will merely increase the gross profitability of the Proposer at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall determine whether the requested price increase or an alternate option is in the best interest of the University. Similarly, Proposer agrees that the costs of any maintenance agreements beyond the warranty period will increase a maximum of ____ percent per year and a total of ____ percent over a ____ year period.
46. ✓ **FURNISH AND INSTALL.** The items in this proposal will be provided on a Proposer furnish and install basis. The successful Proposer shall have complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the successful Proposer. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize risk of damage and avoid double handling.
47. NA **THE ARIZONA STATE UNIVERSITY CONFIDENTIAL FINANCIAL INFORMATION AGREEMENT IS REQUIRED.** This agreement is necessary to comply with the requirements of the Gramm Leach Bliley Act" dealing with the confidentiality of customer information and the Safeguarding Rule.
48. NA **The University and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy**

Act (FERPA) (20 U.S.C. 1232g). FERPA permits disclosure of student record information to “other school officials” who have a legitimate educational interest in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as “other school officials”. Designated representatives of Contractor will be designated as “other school officials” for purposes of this Agreement. No designated representative of the Contractor shall disclose information it receives under this agreement to any third party, except with the consent of the student or as required by law. Any disclosures made by the Contractor should comply with the University’s definition of legitimate educational purpose. If any designated representative discloses or misuses any educational record, the University will take appropriate action against the designated representative that is similar to action ASU would take against one of its employees who disclosed or misused the educational records of its students.

CERTIFICATIONS AND FORMS

Proposer Inquiry Form

The following forms must be completed, signed, and submitted with your proposal

**Conflict of Interest Certification
Federal Debarred List Certification
Anti-Lobbying Certification
Legal Worker Certification
Sudan or Iran Business Operations Certification
Supplier Sustainability Questionnaire
ASU SUB W-9 & Vendor Authorization Form**

PROPOSER INQUIRY FORM

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

PROJECT NAME: LED Video Displays and Fascia Enhancement for Sun Devil Stadium and other Venues

PROPOSAL NUMBER: _____

INQUIRY DEADLINE: 5:00 P.M., M.S.T., December 5, 2008

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

SECTION NUMBER: _____

WRITER: _____

FAX NO. _____ PHONE NO. _____

COMPANY: _____

COMPANY E-MAIL ADDRESS: _____

DATE: _____

QUESTIONS:

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)

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.)

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.)

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	☐ Corporation (providing health care, medical or legal services)
☐ Tax-exempt organizations under IRC §501		☐ 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: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding, - I am a U.S. person (including a resident alien). Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding		
Signature of U.S. Individual		Date:

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

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM		DO NOT SEND TO IRS
Legal Name:		TIN:	
SECTION 1 - FEDERAL INFORMATION - REQUIRED			
What is the Federal classification type of your business? - See definitions on link below. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102) http://www.sba.gov/size			
LARGE Business? YES ☐ NO ☐ SMALL Business? YES ☐ NO ☐			
Please check <u>all that apply</u> to your business for Federal Supplier Type:			
Service Disabled Veteran Owned (VD) ☐	Small Disadvantaged (SD) ☐	Women Owned (WO) ☐	
Veteran Owned (VO) ☐	Minority Institution (MI) ☐	HUB Zone (HZ) ☐	
SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION - REQUIRED			
Are you self-certified according to this State of Arizona definition? <i>"100 full-time employees or less <u>OR</u> \$4 million in volume or less in the last fiscal year"</i>		YES ☐	NO ☐
Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUB Zone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment, or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.			
Print Name:			
Signature:			
PHONE:		FAX:	
VENDOR – LIST PRODUCT or SERVICE PROVIDED			
VENDOR – LIST COMPANY URL, AND REPRESENTATIVE EMAIL			
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.