



November 21, 2011

REQUEST FOR PROPOSAL

Web Development and Hosting for Sun Devil Athletics

RFP NO. 111203

DUE: 3:00 P.M., MST, 12/19/11

Deadline for Inquiries

3:00 P.M., MST, 12/12/11

Time and Date Set for Closing

3:00 P.M., MST, 12/19/11

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SECTION I – REQUEST FOR PROPOSAL

RFP NO. 111202

Arizona State University is requesting sealed proposals from qualified firms or individuals for Web Development and Hosting for Sun Devil Athletics.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 **on or before 3:00 PM MST, Wednesday, December 19, 2011** at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. **No proposals will be accepted after this time.** No other public disclosure will be made until after award of the contract.

Arizona State University's Overnight Delivery (FedEx, Airborne, and UPS.) address is:

Purchasing and Business Services
University Services Building
Arizona State University
1551 S. Rural Rd
Tempe, AZ 85281

Arizona State University's U.S. Postal Service Mail address is:

Purchasing and Business Services
Arizona State University
P.O. Box 875212
Tempe, AZ 85287-5212

ARIZONA STATE UNIVERSITY

Megan Becka

Megan Becka
Buyer

MB/kc

SECTION II – PURPOSE OF THE RFP

1. INTENT

Arizona State University's Athletic Department, Sun Devil Athletics (SDA) desires to have a website managed and maintained by an outside party for the purposes of increasing our presence with those interested in SDA. This fan-based website should use the latest technology to help increase our exposure to followers of our sports programs. The content such as video would be provided by the department, but the website would be built, managed, and maintained by the outside company.

2. BACKGROUND INFORMATION

Arizona State University is a member of the prestigious Pac-12 Conference and has approximately 510 student-athletes that compete in 21 sports (12 women's and 9 men's). A list of those sports is included on Page 20. SDA currently has a fan-based website run by an outside company. This website would replace that one, but would retain certain elements and the domain.

3. TERM OF CONTRACT

The contract resulting from this solicitation will be for a one year initial term, with the possibility of extending it upon mutual agreement for four successive one-year periods, for a total potential contract term of five years.

The contract will be available for use by other University departments during this time period.

SECTION III – PRE-PROPOSAL CONFERENCE

☒ No pre-proposal conference will be held.

☐ A pre-proposal conference will be held at _____ in _____.

SECTION IV – INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

3. Proposals must be submitted as a complete document set as follows:
 - a. One (1) hardcopy clearly marked original in 8.5" x 11" non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal. Sections shall be index tabbed, reference Section X Form of Proposal for more specific instructions.
 - b. One (1) electronic copy on CD in PDF format, PC readable, labeled, and not password protected. **One single** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
 - c. Proposer must check and play all CDs before submitting. Company marketing materials are not recommended and all photos must be compressed to small size formats.
4. Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be

clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).

5. You may withdraw your proposal at any time prior to the time and date set for closing.
6. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitation is performed under the direct supervision of the Executive Director of Purchasing and Business Services and in complete accordance with University policies and procedures.
7. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
8. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.
9. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor.
10. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Executive Director of Purchasing and Business Services concurs, this information will not be considered public information. The Executive Director of Purchasing and Business Services is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.
11. **The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting (Tier 2 and higher) is necessary, the successful proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. A description of the Proposers expected efforts to solicit SB & SDB participation should be enclosed with your Proposal.**
12. 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.
13. Financial Statements:

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

Audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm's Name

Confidential – Financial Statements

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

It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm's two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm's Name

Confidential – Financial Statements

14. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.
15. **EXCEPTIONS:** The successful proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents. The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions are intended to be incorporated into the agreement between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.**
16. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.
17. May: Indicates something that is not mandatory but permissible/desirable.

Days: Calendar days

Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.

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

18. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
19. All responses and accompanying documentation will become the property of the University at the time the proposals are opened. **It will be the proposer's responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer. If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.**
20. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your response to this solicitation, the Board or either of the other two Universities may purchase goods and/or services from any agreement resulting from this solicitation.**
21. The University has entered into Cooperative Purchasing Agreements with The Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful proposer, the Community College District and/or Maricopa County may access an Agreement resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
22. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures (\$AVE) cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful contractor under this solicitation, a member of \$AVE may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.

23. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

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

Tel: 480-965-4370
Fax: 480-965-2234
E-mail: Megan.BECKA@asu.edu

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section XI of this Request for Proposal. All formal inquiries must be submitted at least seven (7) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

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

24. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
25. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.
26. Arizona requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are 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.
27. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at <http://www.epeat.net> on the Web.

28. To the extent applicable to any agreement resulting from this solicitation, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPPA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. Proposer agrees to indemnify the State of Arizona, the Arizona Board of Regents, Arizona State University and their regents, employees and agents against all harm or damage caused or contributed to by Proposer's breach of its obligations under this paragraph.
29. All systems containing sensitive ASU data must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed in such a way that they are in compliance or are consistent with ASU's policies and standards regarding data usage and information security. In an effort to diminish information security threats, the successful proposer will (or will require the third party host appointee to):
- i. Complete SAS70 or substantially equivalent reviews in accordance with ASU policies, as the same may be amended from time to time, which reviews are subject to review and approval by ASU. At the present time no more than two reviews per year are required.
 - ii. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the delegated services network and systems at regular intervals in accordance with ASU's policies and standards. Weaknesses must be corrected within a specified period of time as defined in ASU's policies and standards as amended from time to time.
 - iii. Use secure development and coding standards including secure change management procedures in accordance with ASU's policies and standards as the same may be amended from time to time. Internal standards and procedures are to be provided to ASU for review and approval a minimum of one time annually.
 - iv. Carry out updates and patch management in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon request.
 - v. Control access to ASU's resources, including sensitive data, limiting access to legitimate business need based on an individual's job-related assignment. Access should be approved and tracked by the system owner to ensure proper usage and accountability and shall be subject to review by ASU upon request.
 - vi. Report information security incidents immediately (including, but not limited to those that involve information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats

and vulnerabilities).

30. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities 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.

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

The ASU Alumni Advantage

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for ASU's 300,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with ASU, the largest university in the United States, your company can stand above the competition.

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

- Alumni live worldwide.
- 70 percent of alumni reside in Arizona.
- More than 190,000 alumni live in Maricopa County.
- 11 percent of alumni reside in California.
- 75% of ASU alumni are under the age of 45.
- More than 64% of ASU alums graduated since 1984.
- More than one-third hold post-graduate degrees.
- More than 70 percent of ASU alumni are actively employed.
- 30 percent of alumni earn between \$60,000 and \$90,000 annually.
- 25 percent of ASU alumni earn more than \$90,000 annually.

Specific partnership opportunities exist in a variety of areas.

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

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

Sun Devil Sports Marketing

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

Arizona PBS Delivers...

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

- **Eight delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. Eight / KAET reaches 85 percent of the people of Arizona.
- **Eight delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **Eight delivers – marketing benefits:**
 - Build brand awareness by linking your business with high-quality programs
 - Generate community goodwill through support of public television
 - Promote your offerings to a broad audience at an affordable price
 - Market your brand in an environment free of commercial clutter
- **Eight delivers – multiple media platforms:**
 - TV – Channel 8 and DTV 8.1, 8.2 & 8.3
 - Eight Magazine – 50,000 households each month
 - Web views – www.azpbs.org (100,000 unique visitors a month)
 - E-Marketing – 40,000 email addresses ... and more.

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

SECTION V – SPECIFICATIONS/SCOPE OF WORK

1. Distributing information quickly to large numbers of people interested in our sports programs is a core function needed for the success of Sun Devil Athletics. (SDA). As part of this process, SDA desires to have a high quality website for various sport programs where those interested in our sports programs can go to gather information about the sport programs, view highlights and other pertinent information about SDA. The proposer would need to build, manage and maintain this website for the use of this purpose by the Athletic Department.
2. This website would need to be hosted off-site by the proposer or another outside company with a contract that can be reviewed by the university. This website would need to be highly available.
3. All content as well as input on the layout would be provided by SDA. Any work building the requirements into the site would need to be accomplished by the outside company and approved by SDA. All content must meet the University's Comm Guide (<http://commguide.asu.edu/>) as well as NCAA, Pac-12, and ABOR rules and regulations.
4. All work produced on this contract will become the property of ASU and the Arizona Board of Regents.
5. The website must:
 - a. Be compliant with the technological framework of ASU's University Technology Office (e.g., HTML/CSS, Drupal, .net, PHP, Java, MySQL, Oracle, MS SQL, etc.); the format should be agreed upon at the start date of the project.
 - b. Be cross-browser compatible.
 - c. Meet accessibility requirements in section 508 standards of the Americans with Disabilities Act.
 - d. Be usable on connections above ASU's minimum specified speed.
 - e. Work with Enterprise Level Google Search Appliance.
 - f. Include W3C markup, CSS and (where applicable) RSS compliance.
6. A website is currently being run by an outside company for this purpose, <http://sundevilgridiron.com/index.cfm>. The proposer would need to be able to quickly incorporate features of the current website into a new website during the transition period.

SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions we are committed to buy goods and services from manufacturers and suppliers who share our environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

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

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

SECTION VII – PROPOSER QUALIFICATIONS

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

1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.
2. A complete description of the three (3) projects attest to the quality of work and customer service provided by you or your firm. Include the results obtained; the total cost of the engagement; and the name, title, telephone number, and e-mail address of the individual at the client organization who is most familiar with this engagement. Please limit each of the three descriptions to a maximum of two pages. Note: this may require that you obtain the client's permission to provide this information to us.
3. Proposer shall include two (2) additional business references. Do NOT include description of projects, include ONLY the name, title, telephone number, and e-mail address of the individual at the client organization
4. Provide evidence of ability to implement new techniques or technology that directly benefits the stated goal of the website.
5. The proposer shall demonstrate a solid ownership structure by submitting financial statements per the instructions in Section IV, item 13.

See Section X Form of Proposal for additional guidelines.

SECTION VIII – EVALUATION CRITERIA

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

1. Proposed method of accomplishing the work
2. Quality of Previous Work
3. Company background, experience, and financial capability
4. Cost
5. Ability to implement new techniques or technology that directly benefit the stated goal of the website
6. Business references from previous or current customers
7. Supplier Sustainability Questionnaire

SECTION IX – PRICING SCHEDULE

In the format of your choosing, submit a pricing schedule which includes a proposal for all sports; as well as one for each individual sport. SDA has the following sports:

- Football
- Men's Basketball
- Women's Basketball
- Baseball
- Softball
- Wrestling
- Soccer
- Men's Golf
- Women's Golf
- Gymnastics
- Men's & Women's Track and Field
- Mens' & Women's Swimming & Diving
- Water Polo
- Volleyball
- Women's Tennis

Include a pricing schedule for all hosting costs.

SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

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

- **One (1)** clearly marked hardcopy original in 8.5" x 11" double-sided, non-binding form. Submittal shall be in order as listed below and index tabbed to match. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal.
- **One (1)** additional electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and ***less than 10 MB***. **One single** document for main submittal on disk. Any confidential and/or proprietary documents must be on a separate CD and labeled appropriately.
- Check and play all CDs before submitting. Company marketing materials are not recommended; compress photos or other similar document types into smaller size formats as necessary.
- Confidential and/or Proprietary Information **must** be submitted per the instructions in Section IV, item 10. Any watermarks, footnotes or reference to Confidential and/or Proprietary throughout the submitted proposal will be disregarded as boilerplate markings.

Content of Submittal

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

1. Mandatory certifications, Substitute W-9, and Supplier Sustainability Questionnaire per Section XIII.
2. A detailed proposal on how you will accomplish the requested work; ensure that all requirements in Section V Scope of Work are addressed. Include the proposed timeline with any applicable milestones. Include a proposed management plan, service levels and staffing.
3. Detailed response to all items in Section VII Proposer Qualifications.
4. The total cost of the engagement, to include a breakout of the consulting fees and maximum expected reimbursables.
5. Any and all additional agreements (i.e. hosting agreement) that would need to be part of this project.
6. Exceptions to any terms and conditions.

7. Confidential and/or Proprietary Information, including Financial statements, **must** be submitted per the instructions in Section IV, item 10. Any watermarks, footnotes or reference to Confidential and/or Proprietary throughout the submitted proposal will be disregarded as boilerplate markings

Pre-Proposal Questions, General Clarifications, etc.

PROPOSAL NUMBER: 111203

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

SECTION NUMBER: _____

WRITER: _____

FAX NO. _____ PHONE NO. _____

COMPANY: _____

COMPANY E-MAIL ADDRESS: _____

DATE: _____

QUESTIONS:

[illegible]

SECTION XII – SAMPLE CONSULTANT AGREEMENT

ARIZONA BOARD OF REGENTS AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of _____, 20__ (the "Effective Date"), between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY ("University") and _____ ("Consultant").

RECITALS:

The University desires to retain Consultant, and Consultant desires to provide services to the University, in his/her capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.

AGREEMENT:

1. Consultant shall provide those services set forth on Exhibit "A" attached to this Agreement.
2. The term of this Agreement shall commence on the Effective Date and shall conclude on _____, 20__, unless sooner terminated by either party. The University may terminate this Agreement with or without cause upon ten (10) days written notice to the Consultant. If this Agreement is terminated the University shall have no further obligations other than payment for services already rendered and for expenses previously incurred.
3. The University agrees to pay Consultant, as consideration for performance of the consulting services, the sums as set forth in Exhibit A.
4. The University agrees to reimburse Consultant for expenses as set forth and outlined in Exhibit A.
5. For all purposes under the terms of this Contract, Consultant shall be an independent contractor, and not an officer or employee of the University. The University shall provide no employee benefits, including but not limited to Worker's Compensation coverage, regularly afforded to staff, faculty, administrative or professional employees. In performance of services hereunder, Consultant shall determine his/her necessary hours of work. Consultant shall provide whatever tools, equipment, vehicles and supplies Consultant may determine to be necessary in performance of services hereunder. Consultant may establish offices in such locations within or outside Arizona, as Consultant may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Consultant.
6. The conduct and control of work under this Contract lies solely with Consultant, and the University is interested only in final results to be achieved. The University shall be permitted to retain other consultants performing the same or similar tasks, and Consultant shall be

permitted to provide services to other parties, consistent with Consultant's obligation to complete the services undertaken pursuant to the terms of this Agreement.

7. Consultant shall provide such interim written reports concerning the performance of services and research under this Contract as the University may request in writing, and upon expiration or other termination of the Agreement shall at the request of the University provide a written report to the University setting forth the results of the work performed hereunder.

8. All reports, drawings and other work products produced by Consultant as a part of the services rendered under this Agreement shall be provided to and be the sole property of the University. Consultant shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the University.

9. Without limiting any liabilities or any other obligation of the Consultant, the Consultant 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:

9.1 Commercial General Liability – Occurrence Form

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

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

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

9.2 Business Automobile Liability

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

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the**

Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

9.3 Worker's Compensation and Employers' Liability

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

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

9.4 Professional Liability (Errors and Omissions Liability)

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)

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an

extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

9.5 **Technology Errors and Omissions Insurance**

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

Coverage to include:

- Systems analysis;
 - Software design;
 - Systems programming;
 - Data processing;
 - Systems integration;
 - Outsourcing including outsourcing development and design;
 - Systems design, consulting, development and modification;
 - Training services relating to computer software or hardware;
 - Management, repair and maintenance of computer products, networks and systems;
 - Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
 - Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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

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

9.7 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.

9.8 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 50 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.

9.9 Failure on the part of the Consultant 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 Consultant 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 consultant. 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. Consultant 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.

10. 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 consultant 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.

11. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

12. This Agreement is subject to [Section 38-511 of the Arizona Revised Statutes](#). This Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

13. Notice is provided of [Sections 12-133](#) and [12-1518 of the Arizona Revised Statutes](#).

14. If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under [Arizona Board of Regents Policy 3-809](#).

15. To the extent required by [Section 35-214 of the Arizona Revised Statutes](#), Consultant agrees to retain all records relating to this Agreement. Consultant agrees to make those

records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Tempe, Arizona, or another location designated by University upon reasonable notice to Consultant.

16. If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to Consultant and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.

17. 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 University or its affiliated or related entities, in all University residential facilities (whether managed by University or another entity), in all University vehicles, and at all University or University affiliate sponsored events and activities, except as provided in [Section 12-781 of the Arizona Revised Statutes](#) or unless written permission is given by the ASU Police Department (ASU PD). Notification by Consultant to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Consultant ("Consultant Parties") of this policy is a condition and requirement of this Agreement. Consultant further agrees to enforce this contractual requirement against all Consultant Parties. ASU's policy may be accessed through the following web page:
<http://www.asu.edu/aad/manuals/dps/dps201-05.html>.

18. Failure by Consultant to perform as specifically provided herein shall be an event of default permitting University to pursue all remedies affordable by law or in equity, including termination of this Agreement.

19. Consultant shall not assign this Agreement without the prior written consent of University.

20. **DATA SECURITY.** All systems containing sensitive ASU data must be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, systems must be managed in such a way that they are in compliance or are consistent with ASU's policies and standards regarding data usage and information security. In an effort to diminish information security threats, the successful proposer will (or will require the third party host appointee to):

- i. Complete SAS70 or substantially equivalent reviews in accordance with ASU policies, as the same may be amended from time to time, which reviews are subject to review and approval by ASU. At the present time no more than two reviews per year are required.
- ii. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the delegated services network and systems at regular intervals in accordance with ASU's policies and standards. Weaknesses must be corrected within a specified period of time as defined in ASU's policies and standards as amended from time to time.
- iii. Use secure development and coding standards including secure change management procedures in accordance with ASU's policies and standards as the

same may be amended from time to time. Internal standards and procedures are to be provided to ASU for review and approval a minimum of one time annually.

- iv. Carry out updates and patch management in a timely manner and to the satisfaction of ASU. Updates and patch management must be deployed using an auditable process that can be reviewed by ASU upon request.
- v. Control access to ASU's resources, including sensitive data, limiting access to legitimate business need based on an individual's job-related assignment. Access should be approved and tracked by the system owner to ensure proper usage and accountability and shall be subject to review by ASU upon request.

Report information security incidents immediately (including, but not limited to those that involve information disclosure incidents, network intrusions, successful virus attacks, unauthorized access or modifications, and threats and vulnerabilities).

21. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Arizona, the courts of which shall have jurisdiction over its subject matter.

22. The individual signing below on behalf of Consultant hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Consultant and that this Agreement is binding upon Consultant in accordance with its terms.

WHEREFORE, the parties have executed this Agreement the date set forth above.

UNIVERSITY

CONSULTANT

THE ARIZONA BOARD OF REGENTS
acting for and on behalf of
ARIZONA STATE UNIVERSITY

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

EXHIBIT A
TO
AGREEMENT FOR CONSULTANT SERVICES

1. SERVICES:

2. FEES FOR SERVICES:

The University agrees to pay Consultant, as consideration for performance of the consulting services as set forth in the preceding paragraph, the total sum of \$ payable as follows:

3. REIMBURSEMENT FOR EXPENSES:

The University agrees to reimburse Consultant up to a maximum of \$_____ for expenses as follows:

Prior approval is required for any individual expenses in excess of \$_____. Each request for reimbursement must be itemized and accompanied by receipts. Reimbursement for auto travel will be made at the rate permitted State employees.

SECTION XIII – MANDATORY CERTIFICATIONS & SUBSTITUTE W-9

CONFLICT OF INTEREST CERTIFICATION

(Date)

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

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

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

(Firm)

(Address)

(Email 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)

(Email Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

ANTI-LOBBYING CERTIFICATION

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

(Date)

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

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

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

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

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

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

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

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

(Signature page follows)

(Firm)

(Address)

(Email Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION

(Date)

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

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

(Firm)

(Address)

(Email address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

(Purchasing 02-18-2009)

LEGAL WORKER CERTIFICATION

(Date)

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

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

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

(Firm)

(Address)

(Email address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

(Purchasing 09-23-2008)

SUPPLIER SUSTAINABILITY QUESTIONNAIRE

Company Name: _____

Date: _____

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

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

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

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues

2. 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

3. 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

4. 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

5. 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

6. 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

7. 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)

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

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM – Page 1 of 2	DO NOT SEND TO IRS
Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN available at http://www.irs.gov/pub/irs-pdf/fw8ben.pdf		
► Taxpayer Identification Number (TIN)		☐ Employer ID Number (EIN) ☐ Social Security Number (SSN)
► LEGAL NAME: (must match TIN above)		
Are you doing business in Arizona for purposes of sales/use tax collection and remittance? ☐ Yes ☐ No		
If "Yes" please provide Arizona License # _____ and sales/use tax rate charged _____ % DUNS# _____		
► LEGAL MAILING ADDRESS:	(Where tax information and general correspondence is to be sent)	
DBA/Branch/Location:		
ADDRESS:		
ADDRESS LINE 2:		
CITY:		ST:
		ZIP:
► REMIT TO ADDRESS:	☐ Same as Legal Mailing Address	
DBA/Branch/Location:		
ADDRESS:		
ADDRESS LINE 2:		
CITY:		ST:
		ZIP:
► ENTITY TYPE		
☐ Individual (not a business)	☐ Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	☐ Corporation (NOT providing health care, medical or legal services)
☐ 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	☐ An international organization or any of its agencies or instrumentalities	☐ Partnership, LLP or partnership organized as LLC or PLLC ☐ State of Arizona Employee
► CERTIFICATION		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding,		
3. I am a U.S. person (including a resident alien).		
Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.		
The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding		
Signature of U.S. Individual	Date:	

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

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

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