

03/18/14

**REQUEST FOR PROPOSAL**

**COIN & CARD OPERATED SNACK VENDING MACHINE SERVICE**

**FOR ARIZONA STATE UNIVERSITY**

**RFP 021403**

**DUE: 3:00 P.M., MST, 04/17/14**

Time and Date of Pre-Proposal Conference N/A

Deadline for Inquiries 3:00 P.M., MST, 04/04/14

Time and Date Set for Closing 3:00 P.M., MST, 04/17/14

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**SECTION I – REQUEST FOR PROPOSAL**

**RFP 021403**

Arizona State University is requesting sealed proposals from qualified firms or individuals for **COIN & CARD OPERATED SNACK VENDING MACHINE SERVICE**

**FOR ARIZONA STATE UNIVERSITY.**

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 **on or before** 3:00 P.M., MST, 04/17/14 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

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Stacie Malekooti

Strategic Sourcing Manager

SM/kr

**SECTION II – PURPOSE OF THE RFP**

1. **INTENT**

This Request for Proposal (RFP) is for the provision of a coin, bill, and card operated, self-serve machine vended snack service at the University's several sites in the Phoenix metropolitan area. The University has had a machine vended snack service contract for many years. There are currently approximately 92 machines vending various combinations of candy, gum, mints, pastry, snacks, coffee, soup, cocoa, milk, and ice cream.

The University views the machine vended snack service as both a service for the University community and as a source of significant revenue. The University desires a full service contract under which the vendor provides all equipment and stock items, and pays a commission to the University in accordance with the enclosed scope of work. As this contract is viewed as a service to the University community, the University will establish the sell prices of the various products.

The University expects that the successful proposer will provide excellent service and be sophisticated enough in stocking equipment so that the selection of items is continually adjusted so that more of the most popular items are added to the machine. Further, the University expects that each machine will be stocked at least once per week.

Note that the University has specified a minimum acceptable number of machines and the specific locations where these machines will be located in Attachment A.

1. **BACKGROUND INFORMATION**

Arizona State University (ASU) is an internationally recognized metropolitan Research I University serving approximately 73,400 students in the Phoenix area. ASU has a vibrant residential life program with approximately 15,000 students currently living on its campuses. There are four (4) main campuses: Tempe campus, West campus in northwest Phoenix adjacent to Glendale, Polytechnic campus in Mesa and the Downtown Phoenix campus. The University employs approximately 10,000 employees, approximately 3,000 of which are faculty.

ASU offers students a broad range of educational experiences, through a traditional semester calendar as well as summer and winter sessions. More information about Arizona State University can be found via: <http://www.asu.edu>.

1. **TERM OF CONTRACT**

The term of any agreement resulting from this RFP will be three (3) years. The term may be extended by mutual written agreement for up to two (2) additional one (1) year periods. The potential maximum length of the agreement is a total of five years.

**SECTION III – PRE-PROPOSAL CONFERENCE**

X No pre-proposal conference will be held.

A pre-proposal conference will be held at time and date in location .

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

You do not have to send a representative to this pre-proposal conference. However, if you decide to not send a representative, then we may not know of your intent to participate in this solicitation, and so may not send you any written amendments to this Request for Proposal. Further, we will assume that your failure to attend the pre-proposal conference is an indication that you expect us to review your proposal as if you had taken advantage of the pre-proposal conference.

**SECTION IV – INSTRUCTIONS TO PROPOSERS**

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

Name of Proposer

Title of Proposal

RFP Number

Date 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.**

1. **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). 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.

1. Proposals must be submitted as a complete document set as follows:

* **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal. And
* **One (1)** electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and ***less than 10 MB***. ***One “single”*** continuous document, no folders.

Any “confidential and/or proprietary” documents must be on a separate CD and labeled appropriately.

* 1. Proposer must check and play all CD’s before submitting. Company marketing materials are not recommended and all photos must be compressed to small size formats.
  2. Proposer must check and play all flash drives or CDs before submitting. Company marketing materials should not be included unless the RFP specifically requests them. All photos must be compressed to small size formats.

1. 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).
2. You may withdraw your proposal at any time prior to the time and date set for closing.
3. 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.
4. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
5. 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.
6. 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.
7. 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.
8. **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.**
9. 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.
10. 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.
11. **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.**
12. 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.
13. Days: Calendar days

May: Indicates something that is not mandatory but permissible/ desirable.

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

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

1. 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.
2. 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**.
3. All required performance and payment bonds shall be held by the University in a secure location until the performance of the Agreement and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer’s responsibility to request the surety bonding company to submit to the University the necessary documents to approve the release the bonds. Until such time the bonds shall remain in full force and effect.
4. 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.**
5. 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 state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
6. 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 state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.
7. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

Stacie Malekooti

Purchasing and Business Services

University Services Building

Arizona State University

PO Box 875212

Tempe, AZ 85287-5212

Tel: 480-965-8860

Fax: 480-965-2234

E-mail: Stacie.malekooti@asu.edu

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

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

1. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.
2. 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.
3. 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.
4. 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.
5. 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.
6. All systems containing 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, Successful Proposer will (or will require the third party host appointee to):
   * 1. Complete SSAE 16 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.
     2. 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.
     3. 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.
     4. 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.
     5. 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.
     6. 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).
7. 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:

Nichol Luoma

Director of Purchasing

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.

1. 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](http://www.asu.edu/alumni/magazine/images/asumag_rates.pdf) 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](mailto:rhonda.mcclintock@asu.edu). 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](mailto: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:**
  + 3 TV Channels – Eight HD, Eight Life & Eight World
  + Eight Magazine – 50,000 households each month
  + Web views – [www.azpbs.org](http://www.azpbs.org)  (100,000 unique visitors a month)
  + E-Marketing – 40,000 email addresses … and more.

Contact:  Janine Haley, Eight Corporate Support at 602-496-6202 or [Janine.Haley@asu.edu](mailto:Janine.Haley@asu.edu)

**SECTION V – SPECIFICATIONS/SCOPE OF WORK**

1. **VENDING OPERATIONS AND SERVICES**
   1. Proposer agrees to operate on the Premises a vending service in accordance with the requirements, terms, conditions, information and descriptions contained in this Request for Proposal, including the Proposer's proposal. Proposer shall conduct its business on the Premises at all times in a professional and reputable manner. During the term of this Agreement, the Proposer shall take all actions as may be reasonably requested by the University in order to carry out the purpose and intent of this Agreement.
   2. Service to be Rendered. The Proposer will provide at least the number of machines to vend snacks at the specified locations as agreed in this Agreement. These machines will be capable of operating with either, coins, dollar bills or credit cards. The machines will be unattended and self-contained. The machines will have a notice posted on them that provides the location and method for customers to use in obtaining a refund, as well as the name and telephone number of the Proposer for customers to call for service. The Proposer will provide the machines, install them, operate them, and maintain them at no cost to the University except for the electricity and/or water used by the machines. The prices to be charged are as agreed in this Agreement.
   3. Expenses. The Proposer understands and agrees that the Proposer is responsible for paying the cost of all merchandise, services and other expenses in connection with the operation of its business. The Proposer agrees to indemnify and hold University harmless from and against any and all liability or claims arising from the operations of the Proposer on the Premises. The Proposer agrees that it will be responsible for, and indemnify and hold University harmless from, all taxes arising out of the operations, including, without limitation, all payroll taxes, property taxes and equipment, and sales and use, or similar taxes.
   4. Independent Contractor. It is the intention of University and the Proposer that the Proposer shall be deemed to be an independent contractor, and nothing in this Agreement, including the Proposer's Proposal, shall be deemed to create a partnership or joint venture or the relationship of principal and agent between the Proposer and the University. Nothing herein shall cause the employees, agents or representatives of either the Proposer or the University to be deemed or construed to be the employee, agent or representative of the other. Any reference in the Proposer's Proposal to a partnership relationship between the Proposer and the University shall have no legal effect.
   5. Compliance with Laws. The Proposer, at its expense, shall at all times during the term of this Agreement, and with respect to all phase of operating its business, comply with all applicable governmental ordinances, laws, rules and regulation now or hereafter in effect at any time during the Agreement, including, without limitation, all applicable rules, regulations and policies of University. The Proposer shall also obtain and keep current all licenses and permits (whether state, federal, city or other) required to conduct its business at the Premises, and pay promptly when due, all applicable fees. Copies of any inspection reports, notices, etc., from any state, federal, city or other agency shall be forwarded to University within one day of receipt.
2. **PRODUCTS AND SERVICES**
   1. Performance Standards. The University sets the following standards for product and service by the Proposer. Failure to conform to these standards shall be deemed a default by the Proposer.
   2. Product. The Proposer agrees to supply the specified brands and unit sizes of snack products intended for human consumption per the Brand Names and Unit Sizes enclosed with Proposer's response to RFP 021403 which shall be incorporated into contract. These products will pass any and all tests as may be required by any health, safety, or regulatory agency.
   3. The University requests that Proposer consider the ‘millennial’ generation while selecting products and provide alternative health food options.
   4. Machines. The Proposer shall be responsible for the installation and removal of all equipment used in providing the vending service. The machines that will be installed will be manufactured not earlier than 2012. Within thirty days after the start of this Agreement, the Proposer shall submit a list of all machines by location to the University Representative. This list will include the brand name, model number, serial number, date of manufacture, manufacturer's name and address, and manufacturer's telephone number. All machines shall be designed, constructed, and installed in accordance with standards of the National Sanitation Foundation, the National Automatic Merchandising Association, the Occupational Safety and Health Administration, and the Americans with Disabilities Act. All installations shall be attractive and complement the architecture, landscape, and public image of the University. The University reserves to right to require the relocation of machines that the University deems, in its sole judgment, not to meet this standard. All machines must comply with the applicable sections of the 2010 ADA Standards, including, but not limited to, Section 308, Reach Ranges. The standards are located at:URL:http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards\_prt.pdf. Attachment B: ADA Reach Requirements Drawings.
   5. Damage to Machines. The machines will be the sole property of the Proposer and the Proposer will hold the University harmless for any and all damages to these machines.
   6. Machine Maintenance and Service. The University is a 365 day a year campus and has the largest summer enrollment of any University in the country. The Proposer will be required to service all equipment 365 days a year unless otherwise agreed to by the University Representative. The Proposer will provide an identification number and place a sticker or decal on each machine giving the telephone number to be called for service. The Proposer will maintain a maximum response time to all equipment of 24 hours. This means that within 24 hours of a fault being reported, the machine will be visited and either the fault corrected and/or the machine restocked. The Proposer must adhere to ASU’s Campus Transportation Code: PDP 207-01 (http://www.asu.edu/aad/manuals/pdp/pdp207-01.html).
   7. The Proposer shall restock each machine at a minimum of once per week while complying with the restrictions on driving on the malls. If client notifies vendor machine is lower than 40% capacity, a fine from the University of up to $50 per day per machine will be assessed.
   8. The Proposer will be responsible for maintaining all equipment in a clean and sanitary condition. Arizona State University will provide normal custodial service which consists of the cleaning of walks, hallway, etc. All other custodial services will be provided by the Proposer. The Proposer will replace any vending machine which is out of service for longer than seventy-two (72) hours. Servicing hours must be compatible with the University operating hours. Scheduling must be approved by the University Representative.
   9. Machine Placement. Attachment A - Machine Placement, specifies the locations at which the Proposer must place machines. Machines will not normally be installed on carpeted surfaces. Further, the following factors will be considered when determining the exact placement of machines: life safety, Americans with Disabilities Act (ADA) compliance, visual integrity, pedestrian traffic flow, utility issues, customer convenience, space for appropriate recycling containers, and environmental concerns. The University expressly reserves the right to make judgments as to what a location is, and when these requirements are violated. All applicable 2010 ADA Standards, including, but not limited to, Section 308, will apply: URL: http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards\_prt.pdf Specifications.
   10. The Proposer shall provide an assessment of our current campus vending locations to determine maximum penetration areas for sales and product. All recommendations must not impede traffic or be without sufficient electrical power.
   11. Machine Relocation. The University may require the routine relocation or removal of a machine for the purpose of performing maintenance, modifying facilities, changing use of a facility, avoiding electrical problems, and many other purposes. The Proposer agrees that it will relocate or remove a machine within forty-eight (48) hours (or quicker if emergency related) after receipt of a routine relocation or removal request from the University. The University may require the emergency relocation or removal of a machine because it is a hazard to health and safety, or for other reasons, in this case same day action may be required.
   12. Right to Inspect. The University Representative shall have the right to inspect any machine with a Proposer Representative at any reasonable time.
3. **UTILITIES**

The University will provide existing 110 volt electric service at the site of the installation of the vending machines, at the University's expense. The cost of the electricity used in conjunction with the operation of the vending machines will be borne by the University. No change or alteration of electric service will be made by the Proposer without the prior written authorization of the University Representative. In the event that an installation of a machine causes disruption of the electrical service at the premises, the Proposer will immediately discontinue use of the machine and either install a dedicated electrical circuit at the Proposer’s expense, or request approval from the University Representative to relocate the machine. In the event that a University department requests that a machine be installed at a specific location, as approved by the University Representative, and this location requires a dedicated electrical circuit, then the requesting University department shall pay for the cost of providing this dedicated electrical circuit. For any machines that require water, the Proposer must use existing University provided water sources. The cost of the water used in conjunction with the operation of the vending machines will be borne by the University. No change or alteration of water service will be made by the Proposer without the prior written authorization of the University Representative. Any permitted changes to either the electric service or water service shall be done by contractors with the applicable commercial license in the State of Arizona.

1. **DELIVERY**

All delivery to various vending locations must be by way of the regular campus streets and service roads. No motor vehicles may be driven on the malls or walkways without prior approval of the University. The University will not allow the Proposer to operate motorized vehicles on the malls between the hours of 7:30 am and 5:00 pm on Mondays through Fridays. In the event the Proposer desires to operate a vehicle on any mall or walkway, the Proposer must first comply with any requirements of the University Office of Parking and Transit Services: <http://uabf.asu.edu/parking_permits_vendors> In addition, approximately 20 buildings on the Tempe campus are accessible only via a pedestrian mall. These buildings must be serviced so that the Proposer's vehicles are not on the malls between the hours of 7:30 am to 5:00 pm on Mondays through Fridays. The Proposer agrees to remit a payment of $100 to the University for each and every violation of the restriction against driving on the malls during the hours of 7:30 am to 5:00 pm on Mondays through Fridays. Further, should there be any more than ten (10) violations during any Agreement Year, then the Proposer shall be in default of the Agreement, and shall have to show cause as to why the Agreement should not be terminated

1. **KEY CONTROL & DOOR ACCESS POLICY**

The Proposer must comply with the key control policy issued by ASU Police. It is the Proposer's responsibility to obtain a copy of this policy. Key control information at: <http://uabf.asu.edu/police_keycontrol> and the Key Control Policy at: <http://www.asu.edu/aad/manuals/pdp/pdp206.html> The Proposer should note that the Proposer must notify ASU Police within 24 hours of the discovery of lost or stolen keys, that the unauthorized duplication or use of a key to a public building is a punishable offense under the Arizona Revised Statutes, Section 13-3715, and that the Proposer will be assessed a re-keying charge for lost or stolen keys.

1. **PERSONNEL**
   1. Equal Opportunity Employer. The Proposer shall operate as an equal opportunity employer.
   2. Proposer Personnel Matters. The Proposer shall have control over and be responsible for all personnel and employment matters involving its employees including, but not limited to, work schedules and compensation. All employees shall be employed by the Proposer in its own name at its own expense, and the Proposer shall pay all salaries, wages and employee benefits payable to or on behalf of its employees. All personnel matters shall be handled in accordance with applicable law and standard procedures established for all of the Proposer's locations.
   3. Staffing. The Proposer shall maintain an adequate staff at all times to ensure a high quality service operation on the Premises. The Proposer shall identify one manager made known to University, in writing, by name to routinely review and inspect operations on the Premises.
   4. Employee Conduct. The Proposer shall ensure that its employees engage in appropriate conduct while working at the Premises. All personnel shall be subject to University regulations regarding personal behavior and use of University facilities, and shall be dismissed at the request of the University for violations or for conduct inimical or offensive to the interests of the University and its staff.
   5. Employee Identification. The service employees of the Proposer must wear identifying uniforms, or some other easily visible item that identifies them as the Proposer employees. Employees shall always be clean, well-groomed and properly uniformed with required equipment. Background information will be required for last five (5) years or as reasonably available, including a finger print check. Staff must be able to verbally communicate in a clear, distinct, and courteous manner. All staff must be employees of the Proposer at the time of rendering any service.
2. **COMMISSIONS**
   1. Commissions to Be Paid. The Proposer will pay a specified percentage of all items sold as commission to the University. In addition, the Proposer agrees to provide an Annual Minimum Guaranteed Commission. In the event that this Annual Minimum Guaranteed Commission is not achieved in any agreement year, the Proposer shall pay an additional incremental commission so as to equal the Annual Minimum Guaranteed Commission. Any such incremental commission shall be paid within 15 days after the end of any agreement year.
   2. Commissions Shall Be Based on Gross Receipts. The term "gross receipts" is defined as the total amount received for each item before deducting all cost of sales, licenses, taxes of every kind and description or overhead expense. The Proposer agrees to pay all taxes, especially sales and use taxes, licenses, and other expenses if any.
   3. Commissions Shall Be Earned on Receipts that are Stolen or Otherwise Missing. The Proposer is expected to properly secure the receipts generated through the vending service. In the event that receipts are stolen or otherwise missing, the Proposer shall pay a commission on these receipts as if they had been collected by the Proposer.
   4. Delivery of Commission Checks. All commission checks shall be delivered by mail to the Business Manager for Auxiliary Business Services at Auxiliary Business Services, PO Box 872704, Tempe AZ 85287-2704. If this department relocates, official notice will be provided to Proposer. All commission checks shall be generated and delivered by the 15th of the month following month end.
3. **REPORTING**

The Proposer must submit a monthly report that shows at a minimum the following information. This monthly report shall be delivered by mail, with its accompanying commission check to the Business Manager for Auxiliary Business Services at Auxiliary Business Services, PO Box 872704, Tempe AZ 85287-2704.

* 1. Machine type, identification or serial number, and location of every machine on the premises.
  2. Sales and commissions by machine for every machine on the premises.
  3. Sales and commissions subtotaled for the following six areas: ASU West, ASU Polytechnic, ASU Downtown, Residence Halls, Student Recreation Center, Memorial Union, and remaining University areas.
  4. A written explanation for any machines with no sales.

1. **PERFORMANCE BOND REQUIREMENTS**

The Proposer agrees to provide and pay for a performance bond in the amount of the annual minimum guaranteed commission as a guarantee that the requirements of the contract will be met. Such bond shall be in form prescribed by the University and with University approved sureties. The Proposer shall require the attorney in fact who executes the required bond 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 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 increase as may be added to the annual minimum guaranteed commission. Note: if the Proposer elects to pay the annual minimum guaranteed commission in advance for any agreement year, then no performance bond will be required for that agreement year.

1. **ACCOUNTABILITY**
   1. Interest Payments. If monthly commission payments are not received by the University on the due dates prescribed above, the unpaid commissions shall accrue interest at the lesser of eighteen percent (18%) per year or the highest contractual interest rate allowed by the State of Arizona. All such amounts shall be calculated on a daily basis and shall be due and owing in the same manner and at the same time as the commission payments. For example, if a payment of $10,000 were ten days late, then the interest would be calculated as $10,000 times (18% divided by 365 times 10 days) or .00493151. The amount of interest due would be $49.32.
   2. Records. The Proposer shall retain for inspection and audit by Arizona State University, the Arizona Board of Regents, and/or the Auditor General of the State of Arizona, or their agents, all books, accounts, reports, files and records relating to this Agreement for a period of at least five (5) years after expiration or termination of this Agreement; provided, however, that records relating to disputes, litigation or the settlement of claims arising out of the performance of this Agreement, shall be retained by the Proposer and be subject to inspection and audit by Arizona State University, the Arizona Board of Regents, and/or the Auditor General of the State of Arizona, or their agents, until such litigation or claim is fully resolved. The Proposer shall provide all such records at any office of Arizona State University as Arizona State University may designate. Further, Arizona State University has the right, at the Proposer's expense, to request that the commission statements for the current and any previous Agreement year be examined in accordance with generally accepted auditing standards by an independent certified public accountant. The scope of this examination would be such that an auditor’s opinion would be issued. The University may exercise this right no more than once per Agreement year.
   3. Internal Controls. The University shall have the right to review the Proposer's internal controls and accounting procedures relative to the Proposer's operation at the University. Significant weaknesses shall be rectified as soon as possible, but not later than thirty (30) days after written notice specifically describing such condition is received by the Proposer from the University. Within thirty days after the Commencement Date, the Proposer will furnish the University with a statement of how the Proposer maintains accountability of revenues.
2. **PRICING CHANGES**

Any change in the price of the merchandise vended from the prices set out in this specification, or any change in the quality or unit sizes of the products provided, must have the prior written approval of the University Representative. Price changes will only be considered at the end of one Agreement Year and the beginning of another. Price change requests should 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 our students, faculty, and staff. Request must be submitted to Business Service at least sixty (60) days prior to the requested change date.

1. **REFUNDS**

The Proposer will provide refund accounts for the refunding of monies to the public where a vending machine is not in good working order. Adequate signage, accounting procedure for refunds and designated locations for refund banks will be established by mutual agreement between the Proposer and the University Representative.

1. **INSURANCE**

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:

1. **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.

1. **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.
2. **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.

1. **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.

1. 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.
2. 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.
3. 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.
4. **WAIVER OF SUBROGATION**

All policies of insurance will provide that the insurance company or companies will not have right of subrogation against the University, its agents or employees. The Proposer assumes all risks in connection with the adequacy of any insurance and waives any claim against University for liability, cost or expense arising out of any uninsured claim, in part or in full, of any nature whatsoever.

1. **CASUALTY**
   1. Partial -- Proposer. In the event of any damage or destruction of the Premises caused by the negligence or willful acts of the Proposer, its employees, agents, or invitees, then at its sole cost and expense, the Proposer shall restore, repair and replace the Premises to as good a condition as existed prior to such damage or destruction and this Agreement shall continue in effect without any reduction in commissions payable by the Proposer hereunder. Such restoration shall be commenced promptly; shall be prosecuted with diligence to completion; and shall be performed in a good and workmanlike manner in accordance with plans and specifications therefore approved by University and in compliance with all applicable laws, regulations and codes. All restoration work performed by or on behalf of the Proposer on the Premises shall be performed by the Proposer as approved by Arizona State University (or at Arizona State University's option by Arizona State University employees, at the Proposer's expense), and Arizona State University shall have the right to require the Proposer to provide such insurance and post such payment and performance bonds as Arizona State University deems necessary.
   2. Partial -- Arizona State University. In the event of any damage or destruction of the Premises, at its sole cost and expense, Arizona State University shall promptly repair and replace the same to as good a condition as existed previously. In respect to any damage or destruction that Arizona State University is obligated to repair or elects to repair under the terms of this Paragraph, the Proposer waives all rights that would authorize the Proposer to terminate this Agreement by reason of such damage or destruction.
2. **SIGNS**

The Proposer shall not erect or place on or about the Premises any sign without the University's prior written approval of the location, material, size, design and content.

1. **SUBCONTRACTS**

The Proposer shall have the responsibility for the total machine vending requirement. The Agreement shall not be assigned. The Proposer shall not subcontract the performance of any part of the Agreement without the prior written approval of each subcontractor by the Board of Regents or the University, which approval the Board or University may refuse at its discretion and without recourse.

1. **CONTRACT CHANGEOVER**

If a contractor other than the Proposer is awarded an agreement, or if a contractor is changed during the agreement period, a period of thirty (30) days will be used to make an orderly transition to the new contractor. This transition period will begin thirty (30) days prior to the expiration of the agreement.

1. **STORAGE**

Storage space on the University campus is not available. The Proposer shall provide all storage space required off campus.

1. **NEWS RELEASES**

The Proposer shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to University without the prior written approval of University, in each instance. However, nothing herein shall preclude the Proposer from listing the University on its routine client list for matters of reference.

1. **DEFAULTS AND REMEDIES**
   1. Proposer Default. The occurrence of any of the following events or conditions shall constitute, and is hereby defined to be, an "Event of Default:" The Proposer (i) fails to pay any commissions or other sums required by this Agreement within five (5) days of the date such payment is due, or (ii) fails to comply with or perform under any of the other terms, covenants or conditions hereof, or (iii) abandons the Premises, or (iv) files any proceeding under the federal bankruptcy laws now or hereafter existing or any other similar statute now or hereafter existing or other similar statute now or hereafter in effect, enters any order for relief under such laws with respect to the Proposer, or the appointment of a receiver, trustee, custodian or conservator of all or any part of the assets of the Proposer. Upon the occurrence of any Event of Default, and at the time thereafter while such Event of Default is continuing, Arizona State University shall have the following rights and remedies and, at Arizona State University's sole and absolute discretion, from time to time may do one or more of the following: (i) Notify the Proposer in writing of such failure and demand that the same be remedied within 20 days. Should the Proposer fail to remedy the same within said period, Arizona State University shall then have the right to terminate this Agreement without further notice. (ii) Pursue any legal and/or equitable remedy available to Arizona State University to prevent removal of property from the Premises by any lawful means it deems necessary to protect its interest. Arizona State University may exercise its rights and remedies at any time, to any extent and as often as Arizona State University deems desirable to protect its interests. No action of Arizona State University shall be construed as an election to terminate this Agreement unless written notice of such intention is given by Arizona State University to the Proposer.
   2. Arizona State University Default. If Arizona State University shall fail to observe or perform any of the provisions of this Agreement to be observed or performed by Arizona State University, and such failure is not cured within thirty (30) days after notice by the Proposer to Arizona State University, then Arizona State University shall be in default hereunder, and the Proposer may, at any time thereafter (i) terminate this Agreement, (ii) effect a cure on Arizona State University's behalf and all reasonable costs and expenses so incurred by the Proposer shall be due and payable by Arizona State University on demand by the Proposer, or (iii) continue this Agreement and recover damages resulting from Arizona State University's default. Notwithstanding the foregoing, if a default cannot reasonably be cured within thirty (30) days, Arizona State University shall not be in default of this Agreement if it commences to cure the default with the 30-day period and thereafter diligently and in good faith cures the default. In no event, however, shall Arizona State University be liable for any lost income, profits or consequential damages of the Proposer or any other person or entity.
2. **EXCLUSIVITY**

This Agreement gives the Proposer exclusive rights for a machine vended snack vending service to Arizona State University for the following categories of snacks and beverages: candy, gum and mints, ice cream, gourmet ice cream, milk, coffee, flavored coffee, gourmet coffee, cocoa, soup, snacks, pastry and cookies; except that Arizona State University has various agreements to supply machine vended cold beverages and water, and except that Arizona State University has granted a license to the Tempe Lions to vend gum and candy in gumball type machines, and except that Arizona State University may let contracts to supply machine vended snacks and drinks other than those granted to Proposer.

1. **LIENS**

The Proposer shall not suffer or permit to be enforced and shall indemnify and hold harmless Arizona State University and the Premises from and against all mechanic's, materialmen's, contractor's, subcontractor's and all other liens, claims, security interests and demands of every kind and nature arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Proposer. If within 20 days following the filing of any such Lien or claim of Lien, the Proposer does not cause such Lien to be released in a manner satisfactory to Arizona State University, Arizona State University shall have the right but not the obligation to cause the same to be released by any means Arizona State University shall deem proper. All sums paid by Arizona State University and all expenses incurred, shall be payable by the Proposer to Arizona State University upon demand, together with interest at the rate of 18% per annum from the date incurred. Arizona State University shall have the right to post on the Premises any notices permitted or required by law or that Arizona State University shall deem proper for the protection of Arizona State University and the Premises against Lien

**5.24.** **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD**

Proposer is required to be in compliance with the current or successor standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware and provide attestation of compliance annually.

The technical solution must include the following:

1. Proposer maintains their own network operating on their own dedicated infrastructure.  Proposer’s network includes a firewall that includes access control rules that separate Proposer’s PCI network from ASU and restricts any communication between Proposer’s network devices and ASU systems.
2. Proposer treats the ASU network as an untrusted network and encrypts all cardholder data traversing the ASU network using industry standard encryption algorithms.
3. A system where ASU has no ability to decrypt cardholder data.
4. Devices must be SRED (secure reading and exchange of data) and PTS 3.x compliant.  EMV compliance is required by October 1, 2015.

# SECTION VI – Green Purchasing Requirements/Specifications

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

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

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

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

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

Proposer shall minimize packaging and any packaging/ packing materials that are provided must meet at least one of, and preferably all, of the following criteria:

Made from 100% post-consumer recycled materials

Be recyclable

Reusable

Non-toxic

Biodegradable

Further, proposer is expected to pick up packaging and either reuse it or recycle it. For major projects, this will be a requirement of the contract or purchase order.

# SECTION VII – PROPOSER QUALIFICATIONS

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

1. The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.
2. The proposer must submit the name, position, telephone number, facsimile number, and the e-mail address of three references, at least one of which must be the proposer’s largest single account.
3. The proposer must submit evidence that the total number of vending machines they currently have in service is greater than 250.
4. The proposer must provide evidence that a performance bond and insurance certificates can be provided within ten (10) days after award is issued.
5. The proposer must provide a letter confirming that they will be fully operational by the start-up date of August 1, 2014.

**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. **QUALIFICATION AND EXPERIENCE, Section VII**

Present evidence that supports that the proposer meets the qualifications as requested.

1. **RESPONSE TO SPECIFICATION/SCOPE OF WORK, Section V**

Demonstrate an understanding of the service to be provided to the University, showing the ability of the proposer to meet the scope and technical requirements of Section V within the project timeline. Include a description of proposed method for the operation, maintenance and management of the service being provided. This description shall include your proposed method of making refunds and your proposed method of servicing each machine at least once per week so that vehicles are not on the pedestrian malls between the hours of 7:30 am to 5:00 pm. It shall also include your proposed method of continually managing stocking so that more of the most popular products are added to each machine.

1. **COMMISSIONS, Section IX**

The percentage of commission offered to the University based on the University established vending prices, and the annual minimum guaranteed commission. **For evaluation purposes only**, the formula on the following page will be used to determine the annual expected commissions from each proposer.

4. **CONTRACT EXCEPTIONS**: The degree and amount of any exceptions to the Scope of Work or Terms and Conditions.

5. **RESPONSIVENESS TO THE REQUEST FOR PROPOSAL:** General clarity, quality and adequacy of the response.

5. **GREEN PURCHASING REQUIREMENTS/SPECIFICIATION, Section VIII**

**DETERMINING ANNUAL EXPECTED COMMISSIONS FROM EACH PROPOSER**

**Estimated** **Percentage** **Total**

**Item** **Annual Sales** **Commission** **Commission**

Candy $ \_\_\_\_\_\_\_\_

Gum and mints $ \_\_\_\_\_\_\_\_\_

Coffee/cocoa $ \_\_\_\_\_\_\_\_\_

Snacks $ \_\_\_\_\_\_\_\_\_

Pastry $ \_\_\_\_\_\_\_\_\_

Cookies $ \_\_\_\_\_\_\_\_\_

**TOTAL EARNED COMMISSIONS** \_\_\_\_\_\_\_\_\_

**ANNUAL MINIMUM GUARANTEED COMMISSION** \_\_\_\_\_\_\_\_\_

**ANNUAL EXPECTED COMMISSION IS HIGHER OF THE ABOVE TWO LINES**

**SECTION IX – COMMISSION DATA SHEET**

Proposer **must** submit a proposal on all of the items identified on this sheet. Proposer **may** submit a proposal on additional items other than beverages.

|  |  |  |
| --- | --- | --- |
| **Item** | **Vend Price** | **Commission Percent of Gross Sales** |
| Candy |  |  |
|  |  |  |
| Gum and Mints |  |  |
|  |  |  |
| Coffee, Cocoa |  |  |
|  |  |  |
| Coffee, Gourmet and Flavored |  |  |
|  |  |  |
| Snacks, 1 1/4 to 2 1/8 oz |  |  |
|  |  |  |
| Pastry |  |  |
|  |  |  |
| Cookies |  |  |
|  |  |  |
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**Annual Minimum Guaranteed Commission:** If the total commissions paid to the University during each year of the contract period do not equal or exceed

$ , the contractor will make a lump sum payment for the difference at the end of each contract year.

**SECTION X** **– FORM OF PROPOSAL/SPECIAL INSTRUCTIONS**

**Format of Submittal**

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

* **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal. And
* **One (1)** electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and ***less than 10 MB***. ***One “single”*** continuous document, no folders.

Any “confidential and/or proprietary” documents must be on a separate CD and labeled appropriately.

* Proposer must check and play all flash drives or CDs before submitting. Company marketing materials should not be included unless the RFP specifically requests them. All photos must be compressed to small size formats.

**Content of Submittal**

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

1. Cover Page, Mandatory Certifications and Substitute W-9 and Supplier Sustainability Questionnaire as per Section XIII
2. Letter confirming that proposer will be fully operational for start-up by August 1, 2014.
3. Detailed response to Section VII, Proposer’s Qualifications
4. Commission Data Sheet, Section IX
5. Detailed response to Section V, Specifications/Scope of Work including a description of the proposed method regarding the operation, maintenance and management of the service being provided.
6. A description of the products to be vended, to include the name brand and unit sizes of the products.
7. Description of the proposer’s level of maintenance of the vending equipment, to include the response times for repair and for restocking.
8. The manufacturer’s descriptive literature for each brand name and model number of vending machine to be used. Include a statement that as of the start of the Agreement, all vending machines will have been manufactured in 2012 or later. Also include a statement that all of the machines will be capable of accepting dollar bills and giving change and accepting credit cards. The machines meet PCI and ADA standards.
9. Exceptions to Scope of Work or Terms and Conditions.
10. Any additional comments or information the proposer feels will assist the University in selecting the successful proposer.

**SECTION XI – PROPOSER INQUIRY FORM**

Email inquiries to: [Stacie.malekooti@asu.edu](mailto:Stacie.malekooti@asu.edu)

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: Coin & Card Operated Snack Vending Machine Service

PROPOSAL NUMBER: 021403

INQUIRY DEADLINE: 3:00 P.M., MST, April 04, 2014

QUESTIONS ON: ORIGINAL PROPOSAL or \_\_\_\_\_ ADDENDUM NO.

DATE:

WRITER:

COMPANY:

E-MAIL ADDRESS:

PHONE: FAX:

QUESTIONS:

**SECTION XII – TERMS & CONDITIONS**

1. **PAYMENT.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The payment terms for this Agreement are Net 30 days. An invoice shall be submitted directly to the University's Payables and Reimbursements Department, unless otherwise directed. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31st) day after the latest date of: the date of a valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that is satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct invoice was delivered to Payables and Reimbursements, and the date an order was delivered to the requesting department. The University may adjust the interest period, or deny the interest claim, based upon their documentation that there was no valid purchase order, that an incorrect invoice was submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.
2. **REMEDIES AND APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The University and Contractor shall have all remedies afforded each by said law.
3. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
4. **ANTI-KICKBACK.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.
5. **GRATUITIES.** The University may, by written notice to the Contractor, 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 Contractor, or any agent or representative of the Contractor, 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 Contractor in providing such gratuities.
6. **MODIFICATIONS.** This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
7. **ASSIGNMENT-DELEGATION.** No right or interest in this Agreement shall be assigned, or any obligation delegated, by Contractor without the written permission of the University. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. **INTERPRETATION-PAROL EVIDENCE**. This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.
9. **EQUAL OPPORTUNITY CLAUSE.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations or orders of the Secretary of Labor.
10. **TERMINATION FOR DEFAULT.** In the event that the Contractor shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Contractor in writing of such failure and demand that the same be remedied within 10 days. Should the Contractor fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.
11. **NO WAIVER.** No waiver by University of any breach of the provisions of this Agreement by the Contractor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.
12. **TERMINATION.** The University may by written notice, stating the extent and effective date terminate this order for convenience in whole or in part, at any time. University shall pay the Contractor 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 Contractor as approved by the University, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.
13. **CANCELLATION OF STATE CONTRACT.** In accordance with A.R.S. §38-511, this Agreement may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the University is, at anytime while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
14. **LABOR DISPUTES.** Contractor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance under this Agreement.
15. **CONTRACT CLAIMS AND CONTROVERSIES.** All contract claims and controversies arising under this Agreement shall be resolved pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.
16. **CANCELLATION FOR LACK OF FUNDING.** This Agreement may be canceled without any further obligation on the part of the Arizona Board of Regents and Arizona State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Contractor shall be notified in writing of such non-appropriation at the earliest opportunity.
17. **ASSIGNMENT OF ANTI-TRUST OVERCHARGE CLAIMS.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Contractor hereby assigns to the Arizona Board of Regents for and on behalf of the University any and all claims for such overcharges.
18. **INSPECTION AND AUDIT.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at Arizona State University, or such other location as designated by Arizona State University, upon reasonable notice to the Contractor.
19. **INSOLVENCY.** The University shall have the right to terminate this Agreement at any time in the event Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor 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 Contractor or its business.
20. **ADVERTISING.** Contractor agrees that it will not use Arizona State University or any of its names or trademarks in any Contractor advertising.
21. **INDEMNIFICATION.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.
22. **PARKING.** The Contractor shall obtain all parking permits and/or decals required while performing work on University premises. The Contractor should contact Parking and Transit, <http://cfo.asu.edu/pts>.
23. **OFFSHORE PERFORMANCE OF WORK PROHIBITED.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve Arizona State University and may involve access to secure or sensitive data or personal client data or development or modification of software for the University shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers.
24. **NON-DISCRIMINATION.** The successful contractor or supplier shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non – Discrimination, and Immigration.

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

1. **UNIVERSITY WEAPONS POLICY.** The university prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the university or its affiliated or related entities, in all university residential facilities (whether managed by the university or another entity), in all university vehicles, and at all university or university-affiliate sponsored events and activities, except as provided in §12-781 of the *Arizona Revised Statutes* or unless written permission is given by the ASU Police Department (ASU PD). Notification by vendors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of vendor (Vendor Parties) of this policy is a condition and requirement of the contract. Vendor further agrees to enforce this contractual requirement against all Vendor Parties.
2. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.**

**Proposer is required to be in compliance with the current or successor standard for Payment Card Industry Data Security Standard (PCI DSS), Payment Application Data Security Standard (PA-DSS) for software, and PIN Transaction Security (PCI PTS) for hardware and provide attestation of compliance annually.**

**The technical solution must include the following:**

1. **Proposer maintains their own network operating on their own dedicated infrastructure.  Proposer’s network includes a firewall that includes access control rules that separate Proposer’s PCI network from ASU and restricts any communication between Proposer’s network devices and ASU systems.**
2. **Proposer treats the ASU network as an untrusted network and encrypts all cardholder data traversing the ASU network using industry standard encryption algorithms.**
3. **A system where ASU has no ability to decrypt cardholder data.**
4. **Devices must be SRED (secure reading and exchange of data) and PTS 3.x compliant.  EMV compliance is required by October 1, 2015.**
5. **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.
6. **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>.
7. **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.
8. **CONTRACTOR TO PACKAGE GOODS.** Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Contractor'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. Contractor shall bear cost of packaging unless specifically otherwise provided.
9. **SHIPMENT UNDER RESERVATION PROHIBITED.** Contractor 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.
10. **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.
11. **RIGHT OF INSPECTION.** The University shall have the right to inspect the goods at delivery before accepting them.
12. **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 Contractor shall not have the right to substitute a conforming tender.
13. **WARRANTIES.** In addition to any implied warranties, Contractor 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 Contractor. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
14. **COPYRIGHT OWNERSHIP.** Contractor’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, Contractor 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 Contractor’s behalf the Contractor’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 or the Work, in any medium, for university purposes.

Contractor 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.

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

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

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

1. **MINIMUM SCOPE** **A****N****D** **LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.
   1. **Commercial General Liability – Occurrence Form**

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

* General Aggregate$2,000,000
* Products Completed Operations Aggregate $1,000,000
* Personal and Advertising Injury $1,000,000
* Blanket Contractual Liability – Written and Oral $1,000,000
* Fire Legal Liability $50,000
* Each Occurrence $1,000,000
  + 1. 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".**
    2. 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.
  1. **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
  + 1. 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".**
    2. 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.
  1. **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
  + 1. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
    2. 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.
  1. **Professional Liability (Errors and Omissions Liability)**
* Each Claim $1,000,000
* Annual Aggregate $2,000,000
  + 1. 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.
    2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

1. **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.
2. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287 and shall be sent by certified mail, return receipt requested.
3. **VERIFICATION OF COVERAGE:** Contractor shall furnish the University with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf*.*

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

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

1. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the University separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
2. **PERFORMANCE AND PAYMENT BONDS.** The Contractor 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 Contractor shall deliver the required bonds to the University not later than the date of executing this Agreement. The Contractor 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.
3. **SALES AND USE TAX.** The Contractor 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 Contractor 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 Contractor 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.
4. **PERSONNEL.** Employees of the Contractor 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.
5. **LIQUIDATED DAMAGES.** The University and the Contractor agree that in the event that the Contractor fails to perform under this Agreement, the University will be damaged. The extent of the damage is very difficult to calculate. Therefore, the Contractor agrees to pay the University liquidated damages if the agreed upon delivery and installation dates are not met. These liquidated damages shall be $ 1,000 per day.
6. **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 Contractor 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.
7. **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 Contractor. The University will not approve price increases that will merely increase the gross profitability of the Contractor 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, Contractor agrees that the costs of any maintenance agreements beyond the warranty period will increase a maximum of 1 percent per year and a total of 5 percent over a 5 year period.
8. **FURNISH AND INSTALL.** The items in this proposal will be provided on a Contractor furnish and install basis. The successful Contractor 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 Contractor. 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.
9. **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.
10. **The University and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g).** FERPA permits disclosure of student record information to “other school officials” who have a legitimate educational interest in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as “other school officials”. Designated representatives of Contractor will be designated as “other school officials” for purposes of this Agreement. No designated representative of the Contractor shall disclose information it receives under this agreement to any third party, except with the consent of the student or as required by law. Any disclosures made by the Contractor should comply with the University’s definition of legitimate educational purpose. If any designated representative discloses or misuses any educational record, the University will take appropriate action against the designated representative that is similar to action ASU would take against one of its employees who disclosed or misused the educational records of its students.

**SECTION XIII – MANDATORY CERTIFICATIONS & SUBSTITUTE W-9**

**(Fillable PDF versions of mandatory certifications are located on-line under Supplier Forms:** [**http://cfo.asu.edu/purchasing-forms**](http://cfo.asu.edu/purchasing-forms)**. ORIGINAL signatures are REQUIRED for either version.)**

**CONFLICT OF INTEREST CERTIFICATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)

Purchasing and Business Services

Arizona State University

PO Box 875212

Tempe, AZ 85287-5212

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

( ) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

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(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.

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(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)

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(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

|  |  |
| --- | --- |
|  | We are developing web-based documentation of “Green” initiatives (provide link) |
|  | Our website includes “Green” reference information (provide link) |
|  | Our website contains an environmental policy statement (provide link) |
|  | Our website includes materials that document company’s “Green” initiatives (provide link) |
|  | Our website contains our company’s Sustainability Report (provide link) |
|  | Other – Does your company have other web-based materials available documenting your “Green” initiatives? (provide link) |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

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

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

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

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

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

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

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **RETURN TO ASU** | | **ARIZONA STATE UNIVERSITY**  SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM – Page 1 of 2 | | | | | | | | | | | | | | | **DO NOT SEND TO IRS** |
| **Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN** **available at** <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf> | | | | | | | | | | | | | | | | | |
| **► Taxpayer Identification Number (TIN)** | | | | | | |  | | | | | | Employer ID Number (EIN)  Social Security Number (SSN) | | | | |
| **► LEGAL NAME:**  (must match TIN above) | | | | |  | | | | | | | | | | | | |
| Are you doing business in Arizona for purposes of sales/use tax collection and remittance? Yes  No  If “Yes” please provide Arizona License #      and sales/use tax rate charged      % DUNS# | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | |
| **►LEGAL MAILING ADDRESS:** | | | | | (Where tax information and general correspondence is to be sent) | | | | | | | | | | | | |
| **DBA/Branch/Location:** | | | | |  | | | | | | | | | | | | |
| **ADDRESS:** | | | | |  | | | | | | | | | | | | |
| **ADDRESS LINE 2:** | | | | |  | | | | | | | | | | | | |
| **CITY:** |  | | | | | | | **ST:** |  | | | **ZIP:** | |  | | | |
|  | | | | | | | | | | | | | | | | | |
| **► REMIT TO ADDRESS:** | | | | | **Same as Legal Mailing Address** | | | | | | | | | | | | |
| **DBA/Branch/Location:** | | | | |  | | | | | | | | | | | | |
| **ADDRESS:** | | | | |  | | | | | | | | | | | | |
| **ADDRESS LINE 2:** | | | | |  | | | | | | | | | | | | |
| **CITY:** |  | | | | | | | **ST:** |  | | | **ZIP:** | |  | | | |
| **► ENTITY TYPE** | | | | | | | | | | | | | | | | | |
| Individual (not a business) | | | Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC | | | Corporation (NOT providing health care, medical or legal services) | | | | Corporation (providing health care, medical or legal services) | | | | | Partnership, LLP or partnership organized as LLC or PLLC | | |
| The US or any of its political subdivisions or instrumentalities | | | | A state, a possession of the US, or any of their political subdivisions or instrumentalities) | | | Tax-exempt organizations under IRC §501 | | | | An international organization or any of its agencies or instrumentalities | | | | | State of Arizona Employee | | |
| **► CERTIFICATION** | | | | | | | | | | | | | | | | | |
| Under penalties of perjury, I certify that:   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.**

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

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

# APPENDIX 1 - RFP Checklist/Cover Page

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

|  |  |  |
| --- | --- | --- |
|  | **Section 1** | RFP Cover Page, Mandatory Certifications, Substitute W-9 & Supplier Sustainability Questionnaire |
|  | **Section 2** | Letter confirming that proposer will be fully operational start-up by August 1, 2014. **Section VII** |
|  | **Section 3** | Qualifications & References, Section VII |
|  | **Section 4** | Commission Data Sheet, Section IX |
|  | **Section 5** | Response to the Scope of Work, including a description of the proposed method regarding the operation, maintenance and management of the service being provided. Section V |
|  | **Section 6** | Products to be vended: include the name brand and unit sizes of the products. |
|  | **Section 7** | Maintenance Procedure |
|  | **Section 8** | Exceptions to Scope of Work or Terms and Conditions. |
|  | **Section 9** | The manufacturer’s descriptive literature for each brand name and model number of vending machine to be used. |
|  | **Section 10** | Value Added Features |
|  | **Section 11** | Confidential/Proprietary Justification Letter with Sealed documents per Section IV, item 10. |

After carefully reviewing all the terms and conditions, the authorized undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work:

Firm (CO.) Name By (Signature) By Date

|  |  |  |
| --- | --- | --- |
|  |  |  |

Phone # Email Address Fax#

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