December 1, 2011

REQUEST FOR PROPOSAL
081205

FUND RAISING SERVICES FOR EIGHT/KAET-TV

DUE: 3:00 P.M., MST, 12/22/11

Deadline for Inquiries	3:00 P.M., MST, 12/15/11
Time and Date Set for Closing	3:00 P.M., MST, 12/22/11

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SECTION I – REQUEST FOR PROPOSAL

RFP 081205

Arizona State University is requesting sealed proposals from qualified firms or individuals for **Fund Raising Services for Eight/KAET-TV**.

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, 12/22/11** at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. **No proposals will be accepted after this time.** No other public disclosure will be made until after award of the contract.

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

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

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

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

ARIZONA STATE UNIVERSITY

Liz Chandler

Liz Chandler, C.P.M.
Purchasing Manager

Lc/kc

SECTION II – PURPOSE OF THE RFP

1. INTENT

The University intends to contract with one or more qualified firms or individuals to provide fund raising services for Eight/KAET-TV. For the purposes of this RFP, fund raising services shall include three (3) categories:

- Development Consulting and Creative Services
- List Services
- Production Services for Membership Program

Proposers may include submittals for one or more of the above categories. Eight/KAET-TV may award individual categories to one or multiple proposers for the purpose of testing different approaches, packages and services, maintaining flexibility and minimizing costs. Eight/KAET-TV may wish to utilize the awarded proposer(s) for any or all aspects of each effort. Eight/KAET-TV's intent is to raise funds at the lowest possible cost to Eight/KAET-TV.

2. BACKGROUND INFORMATION

Eight/KAET-TV, http://www.azpbs.org/, is a full power non-commercial public television station located on the campus of Arizona State University. Licensed to the Arizona Board of Regents to service Phoenix, Arizona, over ¾ of Arizona's population can receive Eight/KAET-TV. The estimated viewership of Eight/KAET-TV is 1,800,000 TV households (The Media Audit).

Eight/KAET-TV specializes in the education of children, in-depth news and public affairs, lifelong learning, and the celebration of arts and culture — utilizing the power of noncommercial television, the Internet, educational outreach services, and community-based initiatives. The PBS station began broadcasting from the campus of Arizona State University on January 30, 1961. Now more than 80 percent of Arizonans receive the signal through a network of translators, cable and satellite systems. With more than 1 million viewers each week, Eight/KAET-TV consistently ranks among the most-viewed public television stations per capita in the country. Arizonans provide more than 60 percent of the station's annual budget.

73% of Eight/KAET-TV's annual financial support is provided from the community. Eight/KAET-TV's goal is to acquire new members, renew and recapture current and former members and encourage additional giving.

3. TERM OF CONTRACT

The term of this agreement shall be for one (1) year with the option to renew for four (4) additional one (1) year periods, upon approval of both parties. The contract will be available for use by other University departments during this time period.

SECTION III – PRE-PROPOSAL CONFERENCE

✓ No pre-proposal conference will be held.

_ A pre-proposal conference will be held at ___time and date_____ in __location

SECTION IV – INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

   a. One (1) hardcopy clearly marked 'original' in 8.5" x 11" non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal. Sections shall be index tabbed, reference Section X Form of Proposal for more specific instructions.

   b. One (1) electronic copy on CD in PDF format, PC readable, labeled, and not password protected. ***One "single"*** document for main submittal on disk. Any confidential and/or proprietary documents much be on a separate CD and labeled appropriately.

   c. Proposer must check and play all CD's before submitting. Company marketing materials are not recommended and all photos must be compressed to small size formats.

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

5. You may withdraw your proposal at any time prior to the time and date set for closing.

6. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitation is performed under the direct supervision of the Executive Director of Purchasing and Business Services and in complete accordance with University policies and procedures.

7. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

8. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.

9. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor.

10. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Executive Director of Purchasing and Business Services concurs, this information will not be considered public information. The Executive Director of Purchasing and Business Services is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

11. **The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting (Tier 2 and higher) is necessary, the successful proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. A description of the Proposers expected efforts to solicit SB & SDB participation should be enclosed with your Proposal.**

12. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.

13. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

14. **EXCEPTIONS:** The successful proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents. The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions are intended to be incorporated into the agreement between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.**

15. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.

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

    Days: Calendar days

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

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

17. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

18. All responses and accompanying documentation will become the property of the University at the time the proposals are opened. **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**.

19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your response to this solicitation, the Board or either of the other two Universities may purchase goods and/or services from any agreement resulting from this solicitation.**

20. The University has entered into Cooperative Purchasing Agreements with The Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful proposer, the Community College District and/or Maricopa County may access an Agreement resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.

21. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures ($AVE) cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful contractor under this solicitation, a member of $AVE may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.

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

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

    Tel: 480-965-0578
    Fax: 480-965-0586
    E-mail: liz.chandler@asu.edu

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

    Note that the University will answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process

solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the University.

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

24. In accordance with an executive order titled “Air Pollution Emergency Proclamation” modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.

25. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

John F. Riley, C.P.M.
Executive Director of Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe AZ 85287-5212
Fax: (480) 965-2234

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

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

The ASU Alumni Advantage

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

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

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

Specific partnership opportunities exist in a variety of areas.

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

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

Sun Devil Sports Marketing

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

Arizona PBS Delivers…

Eight/KAET-TV, Arizona PBS, delivers award-winning, educational, cultural and current events programming to approximately 1.8 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-TV reaches over ¾ of the people of Arizona.
- **Eight delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.
- **Eight delivers – marketing benefits:**
    - Build brand awareness by linking your business with high-quality programs
    - Generate community goodwill through support of public television
    - Promote your offerings to a broad audience at an affordable price
    - Market your brand in an environment free of commercial clutter
- **Eight delivers – multiple media platforms:**
    - TV – Channel 8 and DTV 8.1, 8.2 & 8.3
    - Eight Magazine – 50,000 households each month
    - Web views – www.azpbs.org (100,000 unique visitors a month)
    - E-Marketing – 40,000 email addresses … and more.

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

SECTION V – SCOPE OF WORK

I. General Information

A. Proposals may be submitted for one or more of the requested areas of fund raising services. Separate scopes of work and pricing schedules should be included for each desired area.

B. Proposers should prepare a Scope of Work that details and defines their method for performing the requested services. The Scope of Work must address all requirements identified in each section.

C. Proposer should submit a proposed timeline corresponding with their Scope of Work.

D. **All** Successful Proposers **must** provide affidavit stating that they will be liable for the use of the Friends of Eight list for any other than its intended use. Attachment.

II. Development Consulting and Creative Services

Successful Proposer shall assist in generating members and funds from the community to support the mission of the station.

A. Successful Proposer will consult with Eight/KAET-TV management on premise and by phone, e-mail, peer meetings and fax regarding goals, objectives, strategies, techniques, media integration (mail, on-air, web, e-mail, print, etc.) and task prioritization of the following revenue streams:

1. New member acquisition
2. Renewal/Retention of existing members
3. Reactivation of former members
4. Additional gifts from current members

B. Successful Proposer may be responsible for the creative, graphics and total pre-print preparation of any direct mail package. Basic package to consist of 2C #10W, 2C letter, response device and return envelope. Art and copy may be furnished by proposer with Eight/KAET-TV approval.

C. Successful Proposer shall consult on methods to efficiently and effectively grow the annual active membership. Financial costs to acquire new direct mail donors are not to exceed a net loss of $40 per member. Total annual active membership should meet or exceed the following goals based on a membership total of 44,600 as of June 30, 2011.

Measurement Dates	Active Member Goal
June 30, 2012	46,000
June 30, 2013	48,000
June 30, 2014	50,000
June 30, 2015	53,000

June 30, 2016	56,000

D. Successful Proposer shall consult on methods to increase Eight/KAET-TV's direct mail acquisition rate at a cost not to exceed a net loss of $40 per member. The following are the direct mail response rates Eight/KAET-TV has received over the last 3 years:

Fiscal Year	Response Rate
FY 11	.49%
FY 10	.98%
FY 09	.53%
FY 08	.63%

E. Individual members contributing to Eight/KAET-TV may be first-time members, renewals, former members, rejoining and be obtained by mail, telemarketing, web and/or direct mail.

F. Services shall include appeals to current members to upgrade, join Sustainers and/or provide additional gifts for specific purposes, in addition to annual membership.

G. There may be a limited amount of support utilizing other Eight/KAET-TV media – on-air support spots, a display in the monthly print magazine and/or our monthly e-mail newsletter.

H. This contract does not include consulting services for Eight/KAET-TV on-air pledge drives.

III. List Services

In the course of its member acquisition programs, Eight/KAET-TV regularly rents lists of potential members within Arizona for its mailings. These may include donor, subscriber, buyer, demographic and any variety of potentially viable lists. During its fiscal year from July 1 – June 30, Eight/KAET-TV will mail to between 150,000 and 200,000 NET names after merge/purge for acquisition.

A. Successful Proposer will provide list recommendations for Eight/KAET-TV approval.

B. Successful Proposer will provide full merge/purge service to identify multiples within various lists, suppress Eight/KAET-TV house files, and provide deduped electronic list for mailing.

C. Successful Proposer will provide reports from merge/purge showing Eight/KAET-TV penetration/duplication on rented lists.

D. Successful Proposer will provide annual report showing number of unique households reached per zip and percent of households reached within zip for each mailing and cumulative mailings for the fiscal year.

IV. Production Services

Throughout its fiscal year from July 1 - June 30, Eight/KAET-TV will mail between 150,000 and 200,000 acquisition pieces in various lots (usually 80M+) at various times. Different creative packages will be used for tests and timing. Eight/KAET-TV may award the Production Services portion of this RFP to multiple proposers for the purpose of testing different packages and services, maintaining flexibility and minimizing costs.

A. Successful Proposer may be responsible for the implementation of the creative package including finished artwork for reproduction of the above components. Successful Proposer shall submit proof to Eight/KAET-TV for approval.

B. Successful Proposer shall adhere to agreed upon drop dates and agreed upon deadlines.

C. Successful Proposer will laser, fold, insert, sort for maximum postal discount, and mail acquisition pieces.

D. Successful Proposer will provide a cost analysis of utilizing drop shipments for the mail from the Phoenix, Arizona Post Office versus mailing from their location.

E. Successful Proposer will provide appropriate USPS forms for proof of delivery to the post office.

F. Successful Proposer will continuously update Eight/KAET-TV on progress of their job.

V. Value-Added Services

Proposer may include additional information regarding any special resources, skills or services which the firm possesses, and which are **not** addressed elsewhere in this RFP. These services would be available as part of an agreement with Successful Proposer. Proposer must demonstrate any advantages that would be realized by ASU as a result of these resources.

SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

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

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

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

SECTION VII – PROPOSER QUALIFICATIONS

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

1. Management Summary – Proposal 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 RFP. Include an organization staffing chart to include those employees to be utilized in performing this contract.

2. Proposal shall include detailed resumes of principles and key personnel including relevant technical qualifications and experience.

3. Proposal **must** include a description of three (3) consulting engagements that have been performed by firm that are considered to be most similar to the work requested in this RFP. Include the results obtained; the total cost of the engagement; and the name, title, telephone number, and e-mail address of the individual at the client organization who is most familiar with this engagement. Samples from these engagements must be included in RFP submittal.

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. Demonstrated ability of the proposer to meet all requirements at stated in this RFP.

2. Prior experience, results, samples.

3. Pricing Schedule.

4. Added-Value to the University.

SECTION IX – PRICING SCHEDULE

Proposals may be submitted for one or more of the requested areas of fund raising services. Separate pricing schedules should be included for each desired area.

I. Development Consulting and Creative Services

Proposers should include pricing information for one year of Development Consulting and Creative Services. Expectations of these services are detailed in Section V, Item I. – Development Consulting and Creative Services.

A. Development Consulting

Total price for one year of fundraising and development consulting including any administrative fees:

$_____

B. Creative Services

Please include any costs or fees for creative services which will be billed outside of development consulting.

Creative Services	Total Cost
Cost for the development of a new package design.	
Cost for revising and updating an existing direct mail package for KAET.	
Cost for design and artwork revisions	
Cost to place a direct mail package on a CD or transfer a package to an outside proposer.	
Other – please specify	

II. List Services

For the purposes of this pricing exercise, assume Eight/KAET-TV will be mailing one (1) direct mail package with a quantity of 100,000 pieces. Pricing ranges for list costs are acceptable and prices may be provided in a cost/M format.

LIST SERVICES	Total Price (Quantity 100,000)
List Planning and Services This includes presenting a plan with estimated response rates and costs, coordinating deadlines with list owners, assigning device codes and working with the merge/purge proposer.	
Mail Management For coordination of multiple contractors, if necessary.	
Merge/Purge Fees	
Misc. Charges Identify any miscellaneous charges and the total price.	
Total cost for 100,000 acquisition pieces:	

III. Production Services

A. Pricing should be provided in dollars per thousand and translated into actual dollars.

B. Proposer shall complete two (2) pricing exercises based on acquisition production jobs with different total quantities based on the specifications in item C. Note that Exercise A is for a quantity of 75,000 and Exercise B is for a quantity of 100,000.

C. Proposer should use the following specifications for pricing exercises.

1. **Outer envelope:** 2 color, flat sheet non converted envelope to be converted into a #10 standard windowed envelope. Nonprofit postage stamp will be affixed.

2. **# 9 customer reply envelope:** White # 9 standard envelope printed on one side in one color.

3. **Shell:** 2C2S offset 8.5" X 14" slit and nest. The back is preprinted with black ink and the front is laser printed with variable data and a 3.5" X 8.5" 2C2S response device laser printed on the front, preprinted on the back.

4. **Non-profit Postage:** When estimating postage, please assume the total quantity of direct mail will be sent to addresses within the 85260 zip code area and that the mailing qualifies for maximum nonprofit postage discounts

D. Proposers should assume Eight/KAET-TV will mail between 150,000 and 200,000 NET names after merge/purge for acquisition during the upcoming fiscal years.

E. Example Pricing Exercise

The Example Pricing Exercise is intended to demonstrate how Eight/KAET-TV expects to receive pricing information for production services. This example is based on an acquisition production job with a quantity of 80,000. It assumes that the production facility is not located in Phoenix, Arizona and that the total quantity of direct mail will be sent to addresses within the 85260 zip code area.

EXAMPLE PRICING EXERCISE QUANTITY 80,000 PRODUCTION SERVICES			
Specifications per Item III.B.	**Total Price per M**	**Total Price in $**	**Pricing per Piece**
Printing: Total printing cost for outer envelope, shell and # 9 reply envelope. This includes preprinting one side of the shell, folding, inserting and affixing a nonprofit stamp to the outer envelope. This price should include all aspects from the beginning of the printing process to the end of completing the direct mail for delivery. Do not include postage costs in this price.	$207.90/M	$16,632.04	$0.21
Option A*: Estimated total postage cost for the specified package if the Production Contractor elects to drop direct mail from a post office other than the main post office in Phoenix, Arizona and the total quantity of direct mail will be sent to addresses within the 85260 zip code area.	N/A	$12,981.15	$0.16
Option B*: Total cost of transportation and estimated total postage cost for the specified package if production proposer elects to drop ship direct mail from their location to the main post office in Phoenix, Arizona and the total quantity of direct mail will be sent to addresses within the 85260 zip code area.	N/A	$9,500.00	$0.12
Total cost of **Printing** and **Option A**		$29,616.19	$0.37
Total cost of **Printing** and **Option B**		$22,481.15	$0.28

*Provide pricing for Options A & B, unless proposer's production facility is located in Phoenix, Arizona and under no circumstances would Option B apply to the company.

F. Pricing Exercise A

PRICING EXERCISE A QUANTITY 75,000 PRODUCTION SERVICES			
Specifications per Item III.B.	**Total Price per M**	**Total Price in $**	**Pricing per Piece**
Printing: Total printing cost for outer envelope, shell and # 9 reply envelope. This includes preprinting one side of the shell, folding, inserting and affixing a nonprofit stamp to the outer envelope. This price should include all aspects from the beginning of the printing process to the end of completing the direct mail for delivery. Do not include postage costs in this price.			
Option A*: Estimated total postage cost for the specified package if the Production Contractor elects to drop direct mail from a post office other than the main post office in Phoenix, Arizona and the total quantity of direct mail will be sent to addresses within the 85260 zip code area.			
Option B*: Total cost of transportation and estimated total postage cost for the specified package if production proposer elects to drop ship direct mail from their location to the main post office in Phoenix, Arizona and the total quantity of direct mail will be sent to addresses within the 85260 zip code area.			
Total cost of **Printing** and **Option A**			
Total cost of **Printing** and **Option B**			

*Provide pricing for Options A & B, unless proposer's production facility is located in Phoenix, Arizona and under no circumstances would **Option B** apply to the company.

G. Pricing Exercise B

PRICING EXERCISE A QUANTITY 100,000 PRODUCTION SERVICES			
Specifications per Item III.B.	**Total Price per M**	**Total Price in $**	**Pricing per Piece**
Printing: Total printing cost for outer envelope, shell and # 9 reply envelope. This includes preprinting one side of the shell, folding, inserting and affixing a nonprofit stamp to the outer envelope. This price should include all aspects from the beginning of the printing process to the end of completing the direct mail for delivery. Do not include postage costs in this price.			
Option A*: Estimated total postage cost for the specified package if the Production Contractor elects to drop direct mail from a post office other than the main post office in Phoenix, Arizona and the total quantity of direct mail will be sent to addresses within the 85260 zip code area.			
Option B*: Total cost of transportation and estimated total postage cost for the specified package if production proposer elects to drop ship direct mail from their location to the main post office in Phoenix, Arizona and the total quantity of direct mail will be sent to addresses within the 85260 zip code area.			
Total cost of **Printing** and **Option A**			
Total cost of **Printing** and **Option B**			

*Provide pricing for Options A & B, unless proposer's production facility is located in Phoenix, Arizona and under no circumstances would **Option B** apply to the company.

SECTION X – FORM OF PROPOSAL

Format of Submittal

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

- **One (1)** clearly marked hardcopy "original" in 8.5" x 11" double-sided, non-binding form. Submittal shall be in order as listed below and index tabbed to match. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal.

- **One (1)** additional electronic copy (CD, FLASH Drive, etc.), PC readable, labeled, no passwords, and ***less than 10 MB***. ***One "single"*** document for main submittal on disk. Any confidential and/or proprietary documents much be on a separate CD and labeled appropriately.

- Check and play all CD's before submitting. Company marketing materials are not recommended; compress photos or other similar document types into smaller size formats as necessary.

Content of Submittal

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

1. Mandatory certifications and Substitute W-9 as per Section XIII.

2. Detailed response to all items in Section V – Scope of Work.

3. Detailed response to all items in Section VII – Proposer Qualifications.

4. Pricing per Section IX – Pricing Schedule.

5. Samples from prior engagements per Section VII – Proposer Qualifications.

SECTION XI – PROPOSER INQUIRY FORM

Pre-Proposal Questions, General Clarifications, etc.

PROJECT NAME: _____

PROPOSAL NUMBER: _____

INQUIRY DEADLINE: ___3:00 P.M., MST, December 15, 2011_____

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

SECTION NUMBER: _____

WRITER: _____

FAX NO. _____ PHONE NO. _____

COMPANY: _____

COMPANY E-MAIL ADDRESS: _____

DATE: _____

QUESTIONS:

_____

_____

_____

_____

_____

_____

_____

_____

SECTION XII – SAMPLE CONSULTANT AGREEMENT

ARIZONA BOARD OF REGENTS
AGREEMENT FOR CONSULTANT SERVICES

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

RECITALS:

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

AGREEMENT:

1. Consultant shall provide those services set forth on Exhibit "A" attached to this Agreement.

2. The term of this Agreement shall commence on the Effective Date and shall conclude on _____, 20__, unless sooner terminated by either party. The University may terminate this Agreement with or without cause upon ten (10) days written notice to the Consultant. If this Agreement is terminated the University shall have no further obligations other than payment for services already rendered and for expenses previously incurred.

3. The University agrees to pay Consultant, as consideration for performance of the consulting services, the sums as set forth in Exhibit A.

4. The University agrees to reimburse Consultant for expenses as set forth and outlined in Exhibit A.

5. For all purposes under the terms of this Contract, Consultant shall be an independent contractor, and not an officer or employee of the University. The University shall provide no employee benefits, including but not limited to Worker's Compensation coverage, regularly afforded to staff, faculty, administrative or professional employees. In performance of services hereunder, Consultant shall determine his/her necessary hours of work. Consultant shall provide whatever tools, equipment, vehicles and supplies Consultant may determine to be necessary in performance of services hereunder. Consultant may establish offices in such locations within or outside Arizona, as Consultant may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Consultant.

6. The conduct and control of work under this Contract lies solely with Consultant, and the University is interested only in final results to be achieved. The University shall be

permitted to retain other consultants performing the same or similar tasks, and Consultant shall be permitted to provide services to other parties, consistent with Consultant's obligation to complete the services undertaken pursuant to the terms of this Agreement.

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

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

9. **Insurance.** Without limiting any liabilities or any other obligation of the Consultant, the Consultant shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

9.1. **Commercial General Liability** 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.

9.2. **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.

9.3. **Worker's Compensation and Employers' Liability** insurance as required by the State of Arizona Worker's Compensation statutes, as follows. Each Policy shall include endorsement for all State coverage for state of hire.

Worker's Compensation (Coverage A):	Statutory Arizona benefits
Employer's Liability (Coverage B):	$500,000 each accident
	$500,000 each employee/disease
	$1,000,000 policy limit/disease

9.4. **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.

9.5. The State of Arizona, its departments, agencies, boards and commissions reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

9.6. Certificates of Insurance acceptable to the State of Arizona, its departments, agencies, boards and commissions shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona, its departments, agencies, boards and commissions as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be cancelled

until at least 50 days prior written notice has been given to the State of Arizona, its departments, agencies, boards and commissions. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

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

10. Indemnification. The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the consultant for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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

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

13. Notice of Arbitration Statutes. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree, subject to the Arizona Board of Regents Policy 3-809, that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

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

15. Consultant's Records. To the extent required by Section 35-214 of the Arizona Revised Statutes, Consultant agrees to retain all records relating to this Agreement.

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

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

17. **Weapons, Explosive Devices and Fireworks.** University prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of University or its affiliated or related entities, in all University residential facilities (whether managed by University or another entity), in all University vehicles, and at all University or University affiliate sponsored events and activities, except as provided in Section 12-781 of the Arizona Revised Statutes or unless written permission is given by the ASU Police Department (ASU PD). Notification by Consultant to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Consultant ("Consultant Parties") of this policy is a condition and requirement of this Agreement.

Consultant further agrees to enforce this contractual requirement against all Consultant Parties. ASU's policy may be accessed through the following web page: http://www.asu.edu/aad/manuals/dps/dps201-05.html.

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

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

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

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

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

UNIVERSITY	CONSULTANT
THE ARIZONA BOARD OF REGENTS acting for and on behalf of ARIZONA STATE UNIVERSITY	_____
By: _____	By: _____
Printed:_____	Printed: _____
Title: _____	Title: _____

EXHIBIT A

TO

AGREEMENT FOR CONSULTANT SERVICES

1. SERVICES:

2. FEES FOR SERVICES:

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

_____

_____

_____

_____

3. REIMBURSEMENT FOR EXPENSES:

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

_____

_____

_____

_____

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

SECTION XIII – MANDATORY CERTIFICATIONS & SUBSTITUTE W-9

CONFLICT OF INTEREST CERTIFICATION

_____
(Date)

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

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

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

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

_____

_____

_____

_____

_____ (Firm)	_____ (Address)
_____ (Email Address)	_____
_____ (Signature required)	_____ (Phone)
_____ (Print name)	_____ (Fax)
_____ (Print title)	_____ (Federal Taxpayer ID Number)

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

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

_____
(Date)

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

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) (check one) **Are ( )** or **are not ( )** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at http://epls.arnet.gov on the Web.)

(B) (check one) **Have ( )** or **have not ( )**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) **Are ( )** or **are not ( )** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror (check one) **has ( )** or **has not ( )**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.,* general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

_____	_____
(Firm)	(Address)
_____	_____
(Email Address)	
_____	_____
(Signature required)	(Phone)
_____	_____
(Print name)	(Fax)
_____	_____
(Print title)	(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

ANTI-LOBBYING CERTIFICATION

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

_____
(Date)

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

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

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

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

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

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

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

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

(Signature page follows)

_____	_____
(Firm)	(Address)
_____	_____
(Email Address)	
_____	_____
(Signature required)	(Phone)
_____	_____
(Print name)	(Fax)
_____	_____
(Print title)	(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION

_____
(Date)

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

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

_____ (Firm)	_____ (Address)
_____ (Email address)	_____
_____ (Signature required)	_____ (Phone)
_____ (Print name)	_____ (Fax)
_____ (Print title)	_____ (Federal Taxpayer ID Number)

(Purchasing 02-18-2009)

LEGAL WORKER CERTIFICATION

_____
(Date)

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

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

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

_____ (Firm)	_____ (Address)
_____ (Email address)	_____
_____ (Signature required)	_____ (Phone)
_____ (Print name)	_____ (Fax)
_____ (Print title)	_____ (Federal Taxpayer ID Number)

(Purchasing 09-23-2008)

SUPPLIER SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

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

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

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

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

_____

_____

_____

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

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

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

_____

_____

_____

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

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

Other – describe what your company does to minimize the environmental costs associated with shipping

_____

_____

_____

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

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

Other - Provide (or supply a link) your company's environmental policy statement

_____

_____

_____

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

- ☐ No, my company HAS NOT been cited for non-compliance of an environmental or safety issue
- ☐ Yes, my company HAS been cited for non-compliance of an environmental or safety issue

State the reason, date and outcome of the citation

_____

_____

_____

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

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

Other - what other programs do you have in place, or planned for promoting resource efficiency

_____

_____

_____

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

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

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

_____

_____

_____

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

_____

_____

_____

RETURN TO ASU	**ARIZONA STATE UNIVERSITY** SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM – Page 1 of 2	DO NOT SEND TO IRS

Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN available at http://www.irs.gov/pub/irs-pdf/fw8ben.pdf

► Taxpayer Identification Number (TIN)		☐ Employer ID Number (EIN) ☐ Social Security Number (SSN)
► LEGAL NAME: (must match TIN above)		

Are you doing business in Arizona for purposes of sales/use tax collection and remittance? ☐Yes ☐ No

If "Yes" please provide Arizona License # and sales/use tax rate charged % DUNS#

►LEGAL MAILING ADDRESS:	(Where tax information and general correspondence is to be sent)				
DBA/Branch/Location:					
ADDRESS:					
ADDRESS LINE 2:					
CITY:		**ST:**		**ZIP:**	

► REMIT TO ADDRESS:	☐ **Same as Legal Mailing Address**				
DBA/Branch/Location:					
ADDRESS:					
ADDRESS LINE 2:					
CITY:		**ST:**		**ZIP:**	

► ENTITY TYPE

☐ Individual (not a business)	☐ Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	☐ Corporation (NOT providing health care, medical or legal services)	☐ 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.**

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 rom Arizona Small and Diverse Businesses.**

ATTACHMENT – EIGHT/KAET LETTER OF AGREEMENT

EIGHT/KAET LETTER OF AGREEMENT

In order to ensure the privacy and confidentiality of EIGHT/KAET members, the following guidelines must be adhered to whenever EIGHT/KAET member lists are used for data reports, during the merge/purge process for direct mail such as acquisition, additional gifts, lapsed, upgrade and renewal and during telemarketing campaigns, or any other service requested by KAET.

- Lists are not to be rented, sold or exchanged with any outside companies, organizations or individuals;
- Lists are to be used on a one-time basis only;
- Lists are to be used solely for the purpose specified at the time of the job;
- Your company will not use any and/or all of the list for any purpose of your own.
- Lists are not to be given to any subcontractor without advance notification to KAET, KAET's permission and this signed letter of agreement between KAET and the subcontractor.

I hereby agree to comply with the guidelines set forth in this letter of agreement with KAET-TV Channel 8.

_____	_____
Signature of Company Representative	Signature of EIGHT/KAET Representative
_____	_____
Print Name	Print Name
_____	_____
Company Name	Date
_____	
Date	